

University of Utah College of Nursing



Specifications **Bid Package #1** **Non-Structural Demolition**

October 29, 2008

GSBS Project No. 2008.071.00

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GENERAL CONDITIONS

May 25, 2005

ARTICLE 1. GENERAL PROVISIONS.

1.1 BASIC DEFINITIONS.

A/E (including all design professionals). "A/E" means the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the A/E's Agreement and is referred to throughout the Contract Documents as if singular in number. The term "A/E" also means the A/E's representative and its subconsultants. When these General Conditions are part of a Contract in which the design professional is an interior designer, landscape subconsultant or other design professional, the term "A/E" as used in these General Conditions shall be deemed to refer to such design professional. A license is not required when the type of design professional is one which is not subject to a professional license, but such professional must meet the prevailing standards in the State of Utah for such practice. For projects where there is no A/E hired by DFCM, the references in the General Conditions to A/E shall be deemed to refer to DFCM as may be practicably applied.

ADDENDA. "Addenda" means the written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

ASI. "ASI" shall mean a Supplemental Instruction issued by the A/E to the Contractor which may result in clarifications or minor changes in the Work and does not affect the contract time or the contract amount.

BID. "Bid" means the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BONDS. "Bonds" mean the bid bond, performance and payment bonds and other instruments of security.

CHANGE ORDER. "Change Order" means a written instrument signed by the DFCM and Contractor, stating their agreement for changes of the Contract as specified on the required DFCM's change order form.

CLAIM. "Claim" means a dispute, demand, assertion or other matter submitted by the Contractor, including a Subcontractor at any tier subject to the provisions of these General Conditions. The claimant may seek, as a matter of right, modification, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A request for Preliminary Resolution Effort (PRE) shall not be considered a "Claim." A requested amendment, requested change order, or a Construction Change Directive (CCD) is not a PRE or Claim unless agreement cannot be reached and the procedures of these General Conditions are followed.

CONSTRUCTION CHANGE DIRECTIVE. A "Construction Change Directive" means a written order signed by the DFCM, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The DFCM may by Construction Change Directive, without

invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions; even if it may impact the Contract Sum and Contract Time.

CONTRACT. The Contract Documents form the Contract for Construction. The term "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the A/E and Contractor, (2) between the DFCM and a Subcontractor or (3) between any persons or entities other than the DFCM and Contractor.

CONTRACT DOCUMENTS. The term "Contract Documents" means the Contractor's Agreement between the DFCM and Contractor (hereinafter referred to as "Contractor's Agreement"), the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, Specifications, Addenda, other documents listed in the Contractor's Agreement and Modifications issued after execution of the Contractor's Agreement. The Contract Documents shall also include the bidding/proposal documents, including the Instructions to Bidders/Proposers, Notice to Contractors and the Bid/Proposal Form, to the extent not in conflict with the other above-stated Contract Documents and other documents and oral presentations as part of the Selection which are documented as an attachment to the Contract.

CONTRACT SUM. The term "Contract Sum" means the Contract Sum as stated in the Contractor's Agreement and, including authorized and signed adjustments to this agreement (modifications), is the total amount payable by the DFCM to the Contractor for performance of the Work under the Contract Documents.

CONTRACT TIME. "Contract Time", unless otherwise provided in the Contract Documents, means the period of time, including authorized and signed adjustments (modifications), stated in the Contract Documents for Substantial Completion of the Work.

CONTRACTOR. The Contractor is the person or entity identified as such in the DFCM Contractor's Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case, shall mean the Contractor who executes each separate DFCM Contractor Agreement.

CONTRACTOR'S AGREEMENT.

"Contractor's Agreement" means, unless the context requires otherwise, the agreement executed by the Contractor and DFCM for the Project.

DAY. The term "day" or "days" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

DEFECTIVE. "Defective" is an adjective which when modifying the word "Work" refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any inspection, referenced standard, code, test or approval referred to in the Contract Documents, or has been damaged.

DFCM REPRESENTATIVE.

"DFCM Representative" means the Division of Facilities Construction and Management person directly assigned to work with the Contractor on a regular basis. Unless the context requires otherwise, the "DFCM Representative" is the "Owner's Representative."

DIRECTOR. "Director" means the Director of the Division of Facilities Construction and Management unless the context requires otherwise. Director may include a designee selected by the Director for the particular function referred to in the General Conditions.

DFCM. "DFCM" means the Division of Facilities Construction and Management established pursuant to Utah Code Annotated Section 63A-5-201 et seq. Unless the context requires otherwise, DFCM is the "Owner" as that term is commonly referred to in the construction industry.

DRAWINGS. The "Drawings" are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, and generally include the drawings, elevations, sections, details, schedules and diagrams.

EXECUTIVE DIRECTOR.

"Executive Director" means the Executive Director of the Department of Administrative Services, including unless otherwise stated, his/her duly authorized designee.

INSPECTION. The word "inspection" or its derivatives shall mean a review of the Project, including but not limited to a visual review of the Work completed to date to ascertain if the Work is in accordance with the Contract Documents, including all applicable building codes and construction standards.

MODIFICATION. A "Modification" is (1) a Change Order (2) Construction Change Directive or (3) ASI. The Contract may be amended or modified only by (1) a written amendment executed by both the DFCM and Contractor, or (2) by a Modification.

NOTICE TO PROCEED. A "Notice to Proceed" is a document prepared by the DFCM and by its terms authorizes the Contractor to commence Work on the Project. It is deemed issued upon being sent by the DFCM to the Contractor's specified address within the bid or proposal.

PARTIAL USE. "Partial Use" means placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work. This partial use does not constitute "substantial completion".

PRELIMINARY RESOLUTION EFFORT.

"Preliminary Resolution Effort" or "PRE" means the processing of a request for preliminary resolution or any similar notice about a problem that could potentially lead to a Claim and is prior to reaching the status of a Claim.

PRODUCT DATA. "Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PROJECT. The "Project" means the total construction of the Work performed under the Contract Documents.

PROJECT MANUAL (FOR

CONSTRUCTION). The "Project Manual" is the volume assembled for the Work and may include the bidding/proposal requirements, sample forms, General or Supplementary Conditions of the Contract and Specifications.

PROPOSAL REQUEST OR "PR."

A "Proposal Request" or "PR" is a proposal request filed with the Contractor for the purposes of seeking a proposal in order to resolve an issue as part of the Change Order or Contract Modification process.

PROPOSED CHANGE ORDER. A "Proposed Change Order" ("PCO"), is an informal request by the Contractor filed with the DFCM Representative, in an effort to commence the Contract Modification Process. It shall not be considered a "PRE" or a "Claim." The PCO may be related to any potential, or actual delay, disruption, unforeseen condition or materials or any other matter in which the Contractor intends to seek additional monies or time.

REQUEST FOR INFORMATION or RFI.

A "Request for Information" or "RFI" is a request filed by the Contractor with the A/E regarding any request for information, direction or clarification related to the Contract Documents, plans or specifications.

RESOLUTION OF THE CLAIM.

"Resolution of the Claim" means the final resolution of the Claim by the Director, but does not include any administrative appeal, judicial review or judicial appeal thereafter.

RULE. "Rule," unless the context requires otherwise, shall mean a Rule of the Utah Administrative Code.

SALES TAX and/or USE TAX. Sales Tax and/or Use Tax, unless the context requires otherwise, shall mean the sales tax and/or use tax collected or to be collected by the Utah State Tax Commission and shall include any sales and/or use tax that the Utah State Tax Commission collects on behalf of any special district, local government or political subdivision.

SAMPLES. "Samples" mean physical examples, which illustrate materials, equipment or workmanship and establishes standards by which the Work will be judged.

SHOP DRAWINGS. "Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

SPECIFICATIONS. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, installation and workmanship for the Work, and performance of related systems and services.

SUBCONTRACTOR. "Subcontractor" means the person or entity that has a direct contract with the Contractor, including any trade contractor or specialty contractor, or with another Subcontractor at any tier to provide labor or materials for the work but does not include suppliers who provide only materials, equipment or supplies to a contractor or subcontractor. Notwithstanding the foregoing, the text in which the term is used may provide for the exclusion of Subcontractors of other Subcontractors or the exclusion of suppliers. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The Term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

SUBSTANTIAL COMPLETION. "Substantial Completion" is the date certified in accordance with Article 9.2 and means the date the Work or designated portion thereof is sufficiently complete,

and any lack of completion or performance does not reasonably interfere with the DFCM's intended use of the Project, in accordance with the Contract Documents so that the DFCM can occupy and use the Work for its intended use. DFCM's "intended use" or "occupy" as used in this definition, shall include any intended use or occupation by any agency or entity for which DFCM has intended to so occupy the Project.

SUPPLEMENTARY CONDITIONS OR SUPPLEMENTARY GENERAL

CONDITIONS. "Supplementary Conditions" or "Supplementary General Conditions" means the part of the Contract Documents which amends or supplements these General Conditions.

WORK. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

ARTICLE 2. DFCM.

2.1 INFORMATION AND SERVICES REQUIRED OF THE DFCM.

2.1.1 DFCM'S REPRESENTATIVE.

The DFCM shall designate a DFCM Representative authorized to act in the DFCM's behalf with respect to the Project. The DFCM or such authorized representative shall render decisions within a reasonable time pertaining to documents submitted by the A/E and/or Contractor in order to avoid a compensable delay in the orderly and sequential progress of the Project.

2.1.2 SPECIALISTS AND

INSPECTORS. The DFCM will provide certified building inspection services in accordance with the adopted Building Codes. This includes 'routine' and 'special' inspections unless otherwise noted in the A/E Agreement. The DFCM may assign an inspector or specialist to note deviations from, or necessary adjustments to, the Contract Documents or to report deficiencies or defects in the Work. The inspector or specialist's activities in no way relieves the

Contractor of the responsibilities set forth in the Contract Documents.

2.1.3 SURVEYS AND LEGAL

DESCRIPTION. The DFCM shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall review this information, including the surveys and any provided soils tests, and compare such information with observable physical conditions and the Contract Documents.

2.1.4 PROMPT INFORMATION AND SERVICES. Upon receipt of a written request from the Contractor, the DFCM shall furnish information or services under the DFCM's control with reasonable promptness to avoid delay in the orderly progress of the Work.

2.1.5 COPIES OF DRAWINGS AND PROJECT MANUALS

(FOR CONSTRUCTION). Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals (for construction) as are reasonably necessary for execution of the Work. DFCM's Web Page may also provide referenced documents for the Project.

2.1.6 OTHER DUTIES. The foregoing is in addition to other duties and responsibilities of the DFCM enumerated herein and especially those in respect to Article 2.2 (Construction by DFCM or by Separate Contractors), Article 8 (Payments and Completion) and Article 10 (Insurance and Bonds).

2.2 CONSTRUCTION BY DFCM OR BY SEPARATE CONTRACTORS

2.2.1 DFCM'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS.

(1) IN GENERAL. The DFCM reserves the right to perform construction or operations related to the Project with the DFCM's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or

substantially similar to these including those portions related to insurance and waiver of subrogation.

(2) COORDINATION AND REVISIONS. The DFCM shall provide for coordination of the activities of the DFCM's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the DFCM in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and agreement by the DFCM. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the DFCM until subsequently revised.

2.2.2 MUTUAL RESPONSIBILITY.

(1) CONTRACTOR COORDINATION. The Contractor shall afford the DFCM and separate contractor(s) a reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

(2) REPORTING PROBLEMS TO DFCM. If part of the Contractor's Work depends on work by the DFCM or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report in writing to the DFCM apparent defects in workmanship that would render it unsuitable for proper execution. Failure of the Contractor to make said report shall constitute an acknowledgment that the DFCM's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects in workmanship not then reasonably discoverable.

(3) COSTS. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party in accordance with the procedures and provisions of the Contract Documents.

(4) CONTRACTOR

REMEDIAL WORK. The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed Work or to property of the DFCM or separate contractors and subcontractors as provided in Article 6.

ARTICLE 3. A/E.

3.1 A/E'S ADMINISTRATION OF THE CONTRACT.

3.1.1 IN GENERAL. The A/E assists the DFCM with the administration of the Contract as described in the Contract Documents. The A/E shall have the authority to act on behalf of the DFCM only to the extent provided in the Contract Documents or A/E's Agreement.

3.1.2 SITE VISITS.

(1) Site visits or inspections by the A/E, the DFCM or any DFCM representative shall in no way limit or affect the Contractor's responsibility to comply with all the requirements and the overall design concept of the Contract Documents as well as all applicable laws, statutes, ordinances, resolutions, codes, rules, regulations, orders and decrees.

(2) WRITTEN REPORT.

The A/E shall promptly submit to the DFCM a written report subsequent to each site visit.

3.1.3 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION.

Except as authorized by the DFCM Representative or as otherwise provided in the Contract Documents, including these General Conditions, the A/E and Contractor shall communicate through the DFCM Representative on issues regarding the timing of the Work, cost of the Work or scope of the Work. Contractor shall comply with communication policies agreed upon at any pre-construction meeting with the DFCM. Communications by and with the A/E subconsultants shall be through the A/E. Communications by and with Subcontractors shall be through the Contractor. Communications

by and with separate contractors shall be through the DFCM.

3.1.4 A/E MAY REJECT WORK, ORDER INSPECTION, TESTS. The A/E shall have the responsibility and authority to reject Work which, based upon the A/E's knowledge or what may be reasonably inferred from the A/E's site observations and review of data, does not conform to the Contract Documents. Whenever the A/E considers it necessary or advisable for implementation of the intent of the Contract Documents, the A/E shall have the responsibility and authority to require additional inspections or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, provided, however, the A/E must obtain the DFCM's prior written approval of any such additional inspections or testing. However, neither this authority of the A/E nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the A/E to the Contractor, Subcontractors, their agents or employees or other persons performing portions of the Work, including separate contractors. If the Contractor disputes the rejection of any Work and the correction thereof shall involve additional cost or time, it shall be the DFCM's option to accept such Work whether it be conforming or nonconforming.

3.1.5 A/E REVIEW CONTRACTOR'S SUBMITTALS.

(1) Contractor shall submit shop drawings, product data, and samples and other submittals required by the Contract Documents to the A/E as required by the approved submittal schedule.

(2) The A/E shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with the information and design concepts expressed in the Contract Documents. A/E action taken on a submittal shall not constitute a Modification of this Agreement.

(3) The A/E's action shall be taken no later than 15 days following A/E's receipt of the submittal, unless agreed to otherwise by Contractor and DFCM, in order to avoid a delay in the Work of the Contractor or of separate contractors while allowing sufficient time in the A/E's professional judgment to permit adequate review.

(4) Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

(5) The A/E's review of the Contractor's submittals shall not relieve the Contractor of the obligations under the Contract Documents.

(6) The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures.

(7) The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(8) When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the A/E shall be entitled to rely upon such certifications to establish that the materials systems or equipment will meet the performance criteria required by the Contract Documents.

3.2 OWNERSHIP AND USE OF A/E'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS. All Drawings, Specifications and other documents prepared by the A/E are and shall remain the property of the DFCM, and DFCM shall retain all common law, statutory and other reserved rights with respect thereto. Said documents were prepared and are intended for use as an integrated set for the Project which is the subject of this Contractor's

Agreement. The Contractor shall not modify or use Contract Documents on any other project without the prior written consent of the DFCM and A/E. Any such non-permissive use or modification, by Contractor, the Contractor's Subcontractors at any tier or anyone for whose acts the Contractor is liable, shall be at Contractor's sole risk. Contractor shall hold harmless and indemnify the DFCM from and against any and all claims, actions, suits, costs, damages, loss, expenses and attorney fees arising out of such non-permissive use or modification by the Contractor. The Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the A/E appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the A/E. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of the DFCM's copyright or other reserved rights.

ARTICLE 4. CONTRACTOR

4.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.

4.1.1 REVIEWING CONTRACT DOCUMENTS, INFORMATION, REPORTING ERRORS, INCONSISTENCIES OR OMISSIONS. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the DFCM pursuant to Article 2.1 hereinabove and shall at once report to the DFCM and A/E errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the DFCM or A/E for damage resulting from errors, inconsistencies or omission in the Contract Documents, unless the Contractor recognized such error, inconsistency or omission or a Contractor of ordinary skill and expertise for the type of Work involved would have readily so recognized such error, inconsistency or omission, and the Contractor

failed to report such to the DFCM and A/E. If the Contractor performs any construction activity without such notice to the DFCM and A/E and prior to the resolution of the error, inconsistency or omission, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

4.1.2 FIELD CONDITIONS. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor, or information which a Contractor of ordinary skill and expertise for the type of Work involved would have known, before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the DFCM and A/E at once. If the Contractor performs any construction activity without such notice to the DFCM and A/E and prior to the resolution of the error, inconsistency or omission, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

4.1.3 PERFORM IN ACCORDANCE WITH CONTRACT DOCUMENTS AND SUBMITTALS. The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the Contract Documents

4.1.4 PERFORMANCE TO PRODUCE THE COMPLETE SYSTEM AND INTENDED RESULTS. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from the Contract Documents as being necessary to allow the system to function within its intended use.

4.1.5 INTENT AND HIERARCHY. The Contract Documents should be read as a whole and wherever possible, the provisions should be construed in order that all provisions are operable. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are

complimentary, and what is required by one Document or provisions thereof shall be as binding as if required by all the Documents or provisions thereof. In case of an irreconcilable conflict between provisions within a Contract Document or between Contract Documents, the following priorities shall govern as listed below:

(1) A particular Modification shall govern over all Contract Document provisions or Modifications issued prior to said particular Modification.

(2) Attachments to the Contractor's Agreement resulting from the Selection process including any management plan or documented interview information shall govern over addenda, the General Conditions, plans and specifications.

(3) A particular Addendum shall govern over all other Contract Document provisions issued prior to said particular Addendum. Subsequent Addenda shall govern over all prior Addenda.

(4) The Supplementary General Conditions shall govern over the General Conditions.

(5) These General Conditions shall govern over all other Contract Documents except for the Supplementary General Conditions, Addenda, Modifications and Attachments resulting from the selection process.

(6) The drawings and specifications shall not govern over any of the documents listed above.

(7) In case of a conflict or ambiguity within the same level of hierarchy of described documents, DFCM reserves the right to select the most stringent requirement unless the preponderance of the contract indicates the less stringent requirement.

4.1.6 DIVIDING WORK AND CONTRACTOR REPRESENTATION.

Organization of the specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the Contractor in

dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Contractor represents that the Subcontractors, Sub-subcontractors, manufacturers and suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligations.

4.1.7 PLANNING AND PRIORITY.

The Contractor shall plan and schedule its work to facilitate the Project and shall maintain a work schedule to place proper priority to sequence work to complete the project timely.

4.2 SUPERVISION AND CONSTRUCTION PROCEDURES.

4.2.1 SUPERVISION AND CONTROL. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, except to the extent that the Contract Documents expressly and specifically state otherwise.

4.2.2 RESPONSIBILITY.

The Contractor shall be responsible to the State of Utah and DFCM for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor or on behalf of the Contractor.

4.2.3 NOT RELIEVED OF OBLIGATIONS. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the DFCM or its agents in the DFCM's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor or for those that the Contractor is liable.

4.2.4 INSPECTIONS AND APPROVALS.

(1) The Contractor is responsible for requesting inspections for various

stages and portions of the Work required under the Contract Documents in a timely manner.

(2) If any of the Work is required to be inspected or approved by the terms of the Contract Documents by any public authority, the Contractor shall timely request such inspection or approval to be performed in accordance with Article 9. Except as provided in Article 9, work shall not proceed without any required inspection and the associated authorization to proceed. Contractor shall promptly notify DFCM if the inspector fails to appear at the site.

4.3 LABOR AND MATERIALS.

4.3.1 PAYMENT BY CONTRACTOR. Except to the extent it is otherwise stated in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipments, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities, supplies, consumables and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.3.2 DISCIPLINE AND COMPETENCE. The Contractor shall enforce strict discipline and good order among the Contractor's employees, its Subcontractors, agents, representatives and other persons performing under the Contract Documents. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

4.4 TAXES AND OTHER PAYMENTS TO GOVERNMENT. The Contractor shall pay sales, consumer, use, employment-related and similar taxes related to the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall comply with the laws and regulations regarding the payment of Sales and/or Use Tax and any exemptions. The procurement documents may have a provision regarding specific items which are exempt from State of Utah Sales Tax and/or Use Tax. Any such

exemption shall be used only for the items and the project specified in the procurement documents. Any such exemption does not apply to taxes levied by the federal government or any taxing entity outside of the State of Utah. If a Contractor properly relies upon a provision(s) of the bidding or proposal documents, and if State of Utah Sales and/or Use Tax subsequently becomes due, then the Contractor shall be paid such tax amount not included in the bid/proposal amount due to the reliance upon such provision.

4.5 PERMITS, FEES, NOTICES, LABOR AND MATERIALS.

4.5.1 PERMITS AND FEES. Unless required in the Supplementary General Conditions or an Addendum, it will not be necessary for the Contractor to obtain or pay for local building permits, plan check fees, electrical permits, plumbing permits, connection fees, or impact fees, nor will it be necessary to pay fees for inspections pertaining thereto.

4.5.2 COMPLIANCE WITH PUBLIC AUTHORITIES, NOTICES. The Contractor shall comply with and give notices required by laws, ordinances, resolutions, rules, regulations and lawful orders of public authorities bearing on the performance of the Work.

4.5.3 CORRELATION OF CONTRACT DOCUMENTS AND ENACTMENTS. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, resolutions, building codes, and rules and regulations. Notwithstanding this, if the Contractor observes, or if such is readily observable to a Contractor of ordinary skill and expertise for the type of Work involved, that a portion of the Contract Documents is at variance therewith, the Contractor shall promptly notify the A/E and DFCM in writing, and necessary changes shall be accomplished by appropriate Modification.

4.5.4 FAILURE TO GIVE NOTICE. If the Contractor, or any Subcontractor thereof performs Work without complying with the requirements of this Article 4.5 hereinabove, the Contractor shall assume appropriate responsibility

for such Work and shall bear the appropriate amount of the attributable costs.

4.6 SUPERINTENDENT. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

4.7 TIME AND CONTRACTOR'S CONSTRUCTION SCHEDULES.

4.7.1 PROGRESS AND COMPLETION.

(1) TIME IS OF THE ESSENCE; COMPLETE WITHIN CONTRACT TIME. Time is of the essence. By executing the Contractor's Agreement, the Contractor confirms that the Contract Time is adequate to perform the Work. The Contractor shall proceed expeditiously with adequate forces to achieve Substantial Completion within the Contract Time.

(2) NOTICE TO PROCEED AND INSURANCE. The Contractor shall not prematurely commence operations on the site or elsewhere prior to the issuance of a Notice to Proceed by the DFCM or prior to the effective date of insurance required by Article 10 to be furnished by the Contractor, whichever is the latter.

4.7.2 SCHEDULE PREPARATION. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the DFCM's and A/E's review, a reasonably detailed CPM schedule for the Work. The schedule shall indicate the order, sequence, and interdependence of all items known to be necessary to complete the Work including construction, procurement, fabrication, and delivery of materials and equipment, submittals and approvals of samples, shop drawings, procedures, or other documents. Work items of the DFCM, other Contractors, utilities and other third parties that may affect or

be affected by the Contractor shall be included. If the DFCM is required, by the Contract Documents, to furnish any materials, equipment, or the like, to be incorporated into the Work by the Contractor, Contractor shall submit, with the first schedule submittal, a letter clearly indicating the dates that such items are required at the Project Site. The critical path should be identified, including the critical paths for interim completion dates and milestones. The CPM schedule shall be developed using Primavera, MS Project, or Suretrack unless otherwise authorized by the DFCM Representative. The Contractor's schedule shall be updated at least once a month and submitted with each pay request.

4.7.3 INITIAL CONTRACT TIME.

Unless otherwise specified in the bidding documents, the initial Contract Time is the time identified in the Contractor's Agreement.

4.7.4 INTERIM COMPLETION DATES AND MILESTONES. The schedule must include contractually specified interim completion dates and milestones. The milestone completion dates indicated are considered essential to the satisfactory performance of this Contract and to the coordination of all Work on the Project. The milestone dates listed are not intended to be a complete listing of all Work under this Contract or of interfaces with other Project Contractors.

4.7.5 SCHEDULE CONTENT REQUIREMENTS. The schedule shall indicate an early completion date for the Project that is no later than the Project's required completion date. The schedule, including all activity duration's shall be given in calendar days. The Schedule shall also indicate all of the following:

- (1) Interfaces with the work of outside contractors (e.g., utilities, power and with any separate Contractor);
- (2) Description of activity including activity number/numbers;
- (3) Estimated duration time for each activity;

(4) Early start, late start, early finish, late finish date, and predecessor/successors including stop-start relationships with lead and lag time for each activity;

(5) Float available to each path of activities;

(6) Actual start date for each activity begun;

(7) Actual finish date for each activity completed;

(8) The percentage complete of each activity in progress or completed;

(9) Identification of all critical path activities;

(10) The critical path for the Project, with said path of activities being clearly and easily recognizable on the time-scaled network diagram. The path(s) with the least amount of float must be identified. Unless otherwise authorized by the DFCM Representative, no more than 40% of all activities may be identified as critical path items. The relationship between non-critical activities and activities on the critical path shall be clearly shown on the network diagram;

(11) Unless otherwise authorized by the DFCM Representative, all activities on the schedule representing construction on the site may not have a duration longer than 14 days. Construction items that require more than 14 days to complete must be broken into identifiable activities on the schedule with durations less than 14 days. The sum of these activities represents the total length required to complete that construction item; and

(12) Additional requirements as specified in the Supplemental General Conditions.

4.7.6 DFCM'S RIGHT TO TAKE EXCEPTIONS. The DFCM reserves the right to take reasonable exception to activity duration, activity placement, construction logic or time frame for any element of the Work to be scheduled.

4.7.7 FLOAT TIME. Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of a chain of activities on the Schedule. By a proposal request or modification delivered to the Contractor, the DFCM has the right to use the float time for non-critical path activities until the Contractor has reallocated such time on a newly submitted schedule.

4.7.8 INITIAL SCHEDULE SUBMISSION. No progress payments will be approved until the Contractor has submitted a Project detailed CPM schedule covering the first 90 days of the Work with a general CPM schedule for the entire project. The detailed schedule for the entire project is to be completed prior to the second pay request unless otherwise authorized in writing by the DFCM Representative.

4.7.9 UPDATES. Prior to any approval of a pay request, the DFCM, A/E and Contractor shall review the Contractor's schedule compared to the Work completed. The DFCM approves the amount of Work completed as supported by the schedule of values and as verified by the determination of Work completed. If necessary, the Contractor shall then update and submit to the DFCM the schedule with the pay request; all of which in accordance with the DFCM's approval. All updates shall be provided in electronic and hard copy formats. At each scheduled meeting with the DFCM Representative, the Contractor shall provide a "three week look ahead" with long lead items identified.

4.7.10 SCHEDULE OF SUBMITTALS. The Contractor shall prepare and keep current, for the A/E's and DFCM's review, a schedule of submittals required under the Contract Documents which is coordinated with the Contractor's construction schedule and allows the A/E a reasonable time to review the submittals. This submittal schedule is to be included as part of the construction schedule. Submittals requiring expedited review must be clearly identified as such in the schedule of submittals.

4.7.11 SCHEDULE RECOVERY. If the Work represented by the critical path falls behind

more than 7 days, the project schedule shall be redone within 14 days showing how the Contractor shall recover the time. A narrative that addresses the changes in the schedule from the previously submitted schedule shall be submitted along with the schedule in both hard copy (appropriate report formats to be determined by the DFCM Representative) and electronic copy. The Contractor shall comply with the most recent schedules.

4.7.12 SCHEDULE CHANGES AND MODIFICATIONS.

(1) **CONTRACT TIME CHANGE REQUIRES MODIFICATION.** The Contract Time may only be shortened or extended by a written modification fully executed by the DFCM.

(2) **CONTRACTOR REORDERING, RESEQUENCING AND CHANGING ACTIVITY DURATIONS.** Should the Contractor, after approval of the complete detailed construction schedule, desire to change his plan of construction, he shall submit his requested revisions to the DFCM and the A/E along with a written statement of the revisions including a description of the sequence and duration changes for rescheduling the work, methods of maintaining adherence to intermediate milestones and the contract completion date and the reasons for the revisions. If the requested changes are acceptable to the DFCM, which acceptance shall not be unreasonably withheld, they will be incorporated into the Schedule in the next reporting period. If after submitting a request for change in the Contract Schedule, the DFCM does not agree with the request, the DFCM will schedule a meeting with the Contractor to discuss the differences.

(3) **CHANGES IN CONTRACT TIME.** The critical path schedule as the term is used in the provisions herein shall be based on the current version of the Contractor's schedule for the Project and accepted by the DFCM just prior to the commencement of the modification, asserted delay, suspension or interruption. If the Contractor believes it is entitled to an extension of Contract Time under the Contract Documents, the Contractor shall submit a

PCO in accordance with Article 7.2 to the A/E and the DFCM Representative accompanied by an analysis ("Requested Time Adjustment Schedule") in accordance with the Contract Documents for time extensions. The "Requested Time Adjustment Schedule" shall include "fragnets" that represent the added or changed work to the Schedule. The impact on unchanged activities caused by the changes and/or delays being analyzed shall be included in these fragnets.

A "fragnet" as used in these General Conditions and when used in the context of project scheduling is a subset of project activities that are inter-related by predecessor and successor relationships that are tied into the main schedule with identified start and completion points. Each fragnet may or may not be on the critical path. An entire schedule consists of a series of inter-related fragnets.

4.7.13 EXCUSABLE DELAY.

(1) **IN GENERAL.** If the Contractor is delayed at any time in the progress of the Work on the critical path schedule by an act or neglect of the DFCM or other causes beyond the Contractor's control or by other causes which the DFCM determines may justify delay, then the Contract Time shall be extended by Change Order. The Contractor shall immediately take all steps reasonably possible to lessen the adverse impact of such delay. Notwithstanding the above, to the extent any of the causes for delay were caused by the Contractor, reasonably foreseeable by the Contractor or avoidable by the Contractor, then to such extent the delay shall not be cause for extension of the Contract Time. For purposes of this paragraph, Contractors shall include all subcontractors and others under the responsibility of the Contractor.

The determination of the total number of days extension will be based upon the current construction schedule in effect at the inception of the change and/or delay and upon all data relevant to the extension as it exists in the project record. Once approved, such data shall be incorporated in the next monthly update of the schedule.

Contractor acknowledges and agrees that delays in work items which, according to the schedule analysis, do not affect any milestone dates or the

Contract completion dates shown on the CPM at the time of the delay, will not be the basis for a contract extension.

(2) **WEATHER-RELATED EXCUSABLE DELAYS.** Completion time will not be extended for normal bad weather or any weather that is reasonably foreseeable at the time of entering into the contract. The time for completion as stated in the contract documents includes due allowance for calendar days on which Work cannot be performed out of doors. The Contractor acknowledges that it may lose days due to weather conditions. Contract time may be extended at no cost to the DFCM if all of the following are met which must be established by the Contractor:

(a) That the weather prevented Work from occurring that is on the critical path for the project based upon a critical path schedule previously submitted to the DFCM and to the extent accepted by the DFCM;

(b) There are no concurrent delays attributed to the Contractor;

(c) The Contractor took all reasonable steps to alleviate the impact of the weather and took reasonable attempts to prevent the delay and despite such reasonable actions of Contractor, the weather impacted the critical path as described above; and

(d) One of the following occurred:

1. The weather was catastrophic, such as a tornado, hurricane, severe wind storm, severe hail storm; or

2. Based on the full history of information published from the closest station as indicated from the Western Regional Climate Center (Desert Research Institute 2215 Raggio Parkway Reno, Nevada 89512, and as may be described on the website at <http://www.wrcc.dri.edu/summary/>), one or more of the following occurred:

a. For any day between November 1 and March 31, the

minimum temperature fell below the average minimum temperature plus the extreme low temperature recorded for the month divided by 2.

b. For any day between November 1 and March 31, the maximum temperature fell below the monthly average for the minimum temperature.

c. The daily precipitation exceeded 75% of the historical one day maximum for the month.

d. The snowfall for the month exceeded 175% of the historical average snow fall for the month.

4.7.14 COMPENSABLE DELAY, SUSPENSION OR INTERRUPTION.

(1) BASIC CONDITIONS.

In addition to the other requirements of the Contract Documents, a compensable delay, suspension or interruption of the work occurs only when the following are met:

(a) Is wholly unanticipated by the parties at the time of execution of the Contractor's Agreement or is caused by the breach of a fundamental obligation of the Contract Documents attributable to the DFCM; and

(b) The Contractor delivers a written notice to A/E and DFCM within seven (7) days that the Contractor knows or should have known of the condition giving rise to the purported compensable delay, disruption, suspension or interruption, and said continuation affects the Contract Time as indicated by the last submitted and reasonable critical path schedule.

(2) **COMPENSABLE DELAY FORMULA.** To the extent of the compensable delay, the Contractor's total entitlement for all compensable delay damages is the computed result of the following formula: Contract Sum divided by Contract Time (in calendar days); the result of which is then multiplied by 0.05; and the result of which is multiplied by the number of calendar days of compensable days allowed under these General Conditions that are beyond the Contract

Time. Notwithstanding any other provision of these General Conditions or the Contract Documents, to the extent the Contractor is entitled to receive the 10% or 15% markup under Article 7.4, this provision shall be inapplicable and the markup shall be deemed to include all the compensable delay damages provided by this paragraph.

(3) **PERIOD OF COMPENSABLE DELAY, SUSPENSION OR INTERRUPTION.** The length and extent of compensable delay, shall be determined, with the use of the Project's critical path schedule, by ascertaining the number of additional days to the Contract Time that are needed in order to perform the Work in accordance with the Contract Documents as a result of the continuation of the aforesaid delay, disruption, suspension or interruption after receipt of the written notice received by the A/E and DFCM under Section 4.7.14(1)(b) above.

(4) **CONCURRENT DELAY.** Notwithstanding any other provision of these General Conditions, to the extent a non-compensable delay occurs at the same time as a compensable delay, the DFCM shall not be responsible for any compensation for the period of the non-compensable delay.

4.7.15 TIME EXTENSION REQUESTS. Any time extension shall be requested within 21 days after the Contractor knew or should have known about the delay and shall be supported by the critical path schedule analysis.

4.7.16 LIQUIDATED DAMAGES.

(1) **IN GENERAL.** Should the Contractor fail to complete the Work within the Contract Time, there shall be deducted from any amount due or that may become due the Contractor, the sum as stated in the Contractor's Agreement. Such sum is fixed and agreed upon by the DFCM and Contractor as liquidated damages due the DFCM by reason of the inconvenience and added costs of administration, engineering, supervision and other costs resulting from the Contractor's default, and not as a penalty. Actual damages related to delay can not be ascertained at

the time of execution of the Contract. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such excess to the DFCM. DFCM may seek enforcement of such obligation by legal action, and if such is necessary, shall recover the related costs and attorney fees. Notwithstanding any other provision of these General Conditions, the availability of liquidated damages to the DFCM shall not limit the DFCM's right to seek damages or other remedies available under law or equity to the extent such damages or remedies are not based upon delay.

(2) NO WAIVER OF DFCM'S RIGHTS. Permitting the Contractor to continue any part of the Work after the time fixed for completion or beyond any authorized extension thereof, shall in no way operate as a waiver or estoppel on the part of the DFCM of any of its rights under the Contract Documents, including the right to liquidated damages or any other remedies or compensation.

4.8 DOCUMENTS AND SAMPLES AT THE SITE, CERTIFYING "AS-BUILTS". The Contractor shall maintain at the site for the DFCM, one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked weekly to record changes and selections made during construction, as well as approved Shop Drawings, Product Data, Samples and similar submittals. These aforesaid items shall be available to the A/E and shall be delivered to the A/E for submittal to the DFCM upon completion of the Work, signed by the Contractor, certifying that they show complete and exact "as-built" conditions, stating sizes, kind of materials, vital piping, conduit locations and similar matters. All notes of encountered or changed conditions shall be included.

4.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

4.9.1 NOT CONTRACT DOCUMENTS. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The submittal shall demonstrate, for those portions of the Work for which the submittal is required,

the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

4.9.2 PROMPTNESS. The Contractor shall review, approve and submit to the A/E, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work, or the activities of the DFCM or separate contractors.

4.9.3 NOT PERFORM UNTIL A/E APPROVES. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the A/E. Such Work shall be in accordance with the approved submittals.

4.9.4 REPRESENTATIONS BY CONTRACTOR. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.9.5 CONTRACTOR'S LIABILITY. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the A/E's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the A/E in writing of such deviation at the time of the submittal and the A/E has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the A/E's review and comment.

4.9.6 DIRECT SPECIFIC ATTENTION TO REVISIONS. The Contractor shall direct specific attention in writing to all revisions on resubmitted Shop Drawings, Product Data, Samples or similar submittals, except those

requested by the A/E and indicated on previous submittals.

4.9.7 INFORMATIONAL

SUBMITTALS. Informational submittals upon which the A/E is not expected to take responsive action may be so identified in the Contract Documents.

4.9.8 RELIANCE ON

PROFESSIONAL CERTIFICATION. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the DFCM and A/E shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. If a professional stamp is required, the professional shall be licensed in the State of Utah unless otherwise approved by the DFCM in writing. Likewise, the Contractor is entitled to rely upon the accuracy and completeness of the calculations made by the A/E in developing the Contract Documents, unless a Contractor of ordinary skill and expertise for the type of Work involved would know that such is inaccurate or incomplete and therefore must immediately notify the DFCM in writing.

4.10 USE OF SITE.

4.10.1 IN GENERAL. The Contractor shall confine operations at the site to areas permitted by the Contract Documents, law, ordinances, resolutions, rules and regulations, and permits and shall not unreasonably encumber the site with materials or equipment. Contractor shall take all reasonable means to secure the site, protect the site and protect the Work from any damage. The site shall be left free and clear of refuse, equipment, materials, etc. and the site shall not be subject to spilled liquids and chemicals, toxic or otherwise. Should such an incident occur while the Contractor has control of the site, the Contractor shall be responsible to clean the site and pay all associated costs, fines and penalties. Notwithstanding this, Contractor is not responsible for any damage to the site or the Work to the extent caused by the DFCM or the DFCM's agents.

4.10.2 ACCESS TO NEIGHBORING PROPERTIES. The Contractor shall not, except

as provided in the Contract Documents or with the DFCM's advance written consent when necessary to perform the Work, interfere with access to properties neighboring the Project site by the owners of such properties and their respective tenants, agents, invitees and guests.

4.11 ACCESS TO WORK. The Contractor shall provide the DFCM and A/E access to the Work in preparation and progress, wherever located.

4.12 ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the DFCM and A/E harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the DFCM in writing.

4.13 INDEMNIFICATION.

4.13.1 IN GENERAL.

(1) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State of Utah, the State of Utah's institutions, agencies, departments, divisions, authorities, and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, authorized volunteers (hereinafter the above listing of entities and persons is referred to as "indemnities") from and against every kind and character of claims, damages, losses and expenses, including but not limited to attorneys' fees, and including those events covered under the blanket Contractual Liability Coverage required under the Contract Documents, arising out of or resulting from any act or omission in the performance of the Work including the work of all the Subcontractors and their employees, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent or wrongful act or omission

of the Contractor, any Subcontractor, and their employees, provided that any such claim, damage loss or expense is caused in whole or in part by the negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed or the agent of any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the State of Utah shall have the right, at its option, to participate in the defense of any such action without relieving the Contractor of any obligation hereunder. Notwithstanding any of the above, to the extent the Contractor is complying with a written directive from the DFCM, that is not based on the Contractor's recommendation, the Contractor shall not be held liable under the indemnification provision of this Agreement if the Contractor has promptly disagreed with the written directive by delivering such objection to the DFCM in writing.

(2) Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person under Contract Documents.

(3) In claims against any person or entity indemnified under this Article 4.13 by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 3.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

ARTICLE 5. SUBCONTRACTORS.

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.1.1 APPROVAL REQUIRED.

(1) Listing of Subcontractors shall be as required by U.C.A. 63A-5-208 as amended and/or as stated in the Contract Documents, including but not limited to the "DFCM Subcontractors List Form".

(2) The Contractor shall not contract with a proposed person or entity to whom the DFCM has made a reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.1.2 BUSINESS AND LICENSING REQUIREMENTS. All Subcontractors used by the Contractor shall comply with all applicable business and licensing requirements.

5.1.3 SUBSEQUENT CHANGES. After the lapse of twenty-four (24) hours from the bid opening, the Contractor may change its listed Subcontractors only in accordance with Rule R 23-1 and the Contract Documents and with written approval of the Director of the Division of Facilities Construction and Management.

(1) DFCM will pay the additional costs for a DFCM requested change in subcontractor if all of the following are met:

(a) If the DFCM in writing requests the change of a subcontractor;

(b) The original subcontractor is a responsible subcontractor that meets the requirements of the Contract Documents; and

(c) The original subcontractor did not withdraw as a subcontractor on the project.

(2) In all other circumstances, the Contractor shall pay the additional cost for a change in a subcontractor.

5.1.4 BONDING OF SUBCONTRACTORS. Subcontractors as identified by DFCM in the procurement documents, may be required to submit

performance and payment bonds to cover the full extent of their portion of the Work. This provision does not in any way limit the right of the Contractor to have subcontractors at any tier be required to have a performance and/or payment bond.

5.2 SUBCONTRACTUAL RELATIONS.

5.2.1 COMPLY WITH CONTRACT DOCUMENTS. By appropriate enforceable agreement, and to the extent it can be practically applied, the Contractor shall require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the DFCM and A/E.

5.2.2 RIGHTS. Each Subcontractor agreement shall preserve and protect the rights of the DFCM and A/E under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Subcontractor agreement, the benefit of all rights and remedies against the Contractor that the Contractor, by the Contract Documents, has against the DFCM.

5.2.3 SUB-SUBCONTRACTORS. The Contractor shall require each Subcontractor to enter into similar agreements with its Subcontractors which complies with the requirements of Paragraphs 5.2.1 and 5.2.2 hereinabove.

5.2.4 DOCUMENT COPIES. The Contractor shall make available to each proposed Subcontractor, prior to execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors shall similarly make copies of applicable portions of the Contract Documents available to their respective proposed Subcontractors.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS.

5.3.1 CONDITIONS FOR ASSIGNMENT TO DFCM. Each subcontract agreement for a subcontractor at any tier for a portion of the Work is assigned by the Contractor to the DFCM provided that the assignment is effective only after termination of the Contract by the DFCM for cause pursuant to Article 12.2 or stoppage of the Work by DFCM pursuant to Article 12.5, and only for those subcontract agreements which the DFCM accepts by notifying the Subcontractor in writing. The subcontract shall be equitably adjusted to meet the new conditions of the work.

ARTICLE 6. PROTECTION OF PERSONS AND PROPERTY.

6.1 SAFETY OF PERSONS AND PROPERTY.

6.1.1 CONTRACTOR RESPONSIBILITY. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(1) Employees on the Work and other persons who may be affected thereby;

(2) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or a Subcontractor; and

(3) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.1.2 SAFETY PROGRAM, PRECAUTIONS. The Contractor shall institute a safety program at the start of construction to minimize accidents. Said program shall continue to the final completion of the Project and conform to applicable laws and regulations including the Utah Occupational Safety and Health Rules and

Regulations as published by the Utah Industrial Commission - UOSH Division. The Contractor shall post signs, erect barriers, and provide those items necessary to implement the safety program. As soon as the Contractor proceeds with the Work, the Contractor shall have all workers and all visitors on the site wear safety hard hats, as well as all other appropriate safety apparel such as safety glasses and shoes, and obey all safety rules and regulations and statutes. The Contractor shall post a sign in a conspicuous location indicating the necessity of wearing hard hats and the Contractor shall loan such hats to visitors.

6.1.3 COMPLIANCE WITH LAWS.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. In particular, the Contractor shall comply with all applicable provisions of Federal, State and municipal safety laws, rules and regulations as well as building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

6.1.4 ERECT AND MAINTAIN SAFEGUARDS. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including effective fences, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

6.1.5 UTMOST CARE. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

6.1.6 PROMPT REMEDY. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraph 6.1.1 of these General Conditions caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by

anyone for whose acts they may be liable and for which the Contractor is responsible under said Paragraph 6.1.1, except to the extent such damage or loss is directly due to errors in the Contract Documents or caused by agents or employees of the A/E or DFCM. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Contract Documents.

6.1.7 SAFETY DESIGNEE. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, damage, injury or loss. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the DFCM and A/E.

6.1.8 LOAD SAFETY. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

6.1.9 OFF-SITE RESPONSIBILITY. In addition to its other obligations under this Article 6, the Contractor shall, at its sole cost and expense, promptly repair any damage or disturbance to walls, utilities, streets, ways, sidewalks, curbs and the property of the State and third parties (including municipalities and other governmental agencies) resulting from the performance of the Work, whether by it or by its Subcontractors at any tier. The Contractor shall not cause materials, including soil and debris, to be placed or left on streets or ways.

6.1.10 EMERGENCIES. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall promptly notify the DFCM Representative of the action taken.

6.2 HAZARDOUS MATERIALS. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or any other hazardous waste or substance which may endanger the health of those persons performing the Work or being on the site, the Contractor shall immediately stop Work in the area affected and

immediately report the condition to the DFCM Representative and A/E by phone with a follow-up document in writing. The Work in the affected area shall be resumed when written direction is provided by the DFCM Representative. Except to the extent provided otherwise in the Contract Documents or if the presence of hazardous materials is due to the fault of the Contractor, the Contractor shall not be required to perform without the Contractor's consent, any Work relating to asbestos, polychlorinated biphenyl (PCB) or any other hazardous waste or substance.

DFCM shall procure a licensed abatement contractor qualified to remove the hazardous material. The abatement contractor shall submit notification of demolition to the Utah Division of Air Quality. Abatement contractor shall pay the notification fee. A copy of the hazardous material survey report shall be available to all persons who have access to the construction site.

6.3 HISTORICAL AND

ARCHEOLOGICAL CONSIDERATIONS. In the event the Contractor knows or should have known of any cultural, historical or archeological material that is either recognized as an item to be protected under Federal, State, or local law or regulation, or is an item of obvious value to the State of Utah, the Contractor shall cease any work that would interfere with such discovery and immediately report the condition to the DFCM Representative and A/E by phone with a follow-up document in writing. Work shall resume based upon the direction of the DFCM Representative. Contractor cooperation with any DFCM recognized archaeologist or other cultural/historical expert is required.

6.4 CONTRACTOR LIABILITY. If the Contractor fails in any of its obligations in Articles 6.1 through 6.3 above, the Contractor shall be liable to any damages to DFCM, the State of Utah or any third party resulting from such noncompliance. The Contractor shall also be liable for any mitigation or restoration effort resulting from such noncompliance. To the extent all the following is met, the Contractor may treat the discovery of such material similarly to an unforeseen condition:

6.4.1 The discovery of such material is reasonably unforeseeable given the site conditions that the Contractor should have been aware;

6.4.2 The presence of such material was not identified in any part of the Contract Documents;

6.4.3 The Contractor has undertaken all proper action to mitigate any impact of such discovery on the critical path or monies related to the Project;

6.4.4 The discovery affects the critical path or contract price from that which was contemplated by the Contract Documents; and

6.4.5 The requirements of 7.1.5 and the Contract documents are met.

ARTICLE 7. MODIFICATIONS, REQUEST FOR INFORMATION, PROPOSED CHANGE ORDER, PRELIMINARY RESOLUTION EFFORTS AND CLAIMS PROCESS.

7.1 MODIFICATIONS: IN GENERAL.

7.1.1 TYPES OF MODIFICATIONS AND LIMITATIONS. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or ASI, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The Contractor must have a written Modification executed by DFCM under this Article 7 prior to proceeding with any Work sought to be an extra.

7.1.2 BY WHOM ISSUED. A Change Order or Construction Change Directive shall be issued by the DFCM Representative. An ASI is issued by the A/E or by the DFCM Representative.

The A/E shall prepare Change Orders and Construction Change Directives with specific documentation and data for the DFCM's approval and execution in accordance with the Contract Documents, and may issue ASIs not involving an adjustment in the contract sum or an extension of the Contract Time which are not

inconsistent with the intent of the Contract Documents.

7.1.3 CONTRACTOR TO PROCEED UNLESS OTHERWISE STATED. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or ASI.

7.1.4 ADJUSTING UNIT PRICES. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause a substantial inequity to the DFCM or Contractor, the applicable unit prices may be equitably adjusted.

7.1.5 SPECIAL NOTICES REQUIRED IN ORDER TO BE ELIGIBLE FOR ANY CONTRACT MODIFICATION. In order to be eligible for any Modification under this Article 7, the Contractor must have met the following special notice requirements:

(1) CONCEALED OR UNKNOWN CONDITIONS. The Contractor must file a written notice with the DFCM Representative within seven (7) calendar days of that the Contractor knew or should have known of a site condition described below or the Contractor shall be deemed to waive any right to file any PCO, PRE or Claim for additional monies or time related to such condition:

(a) If the Contractor encounters unknown and reasonably unforeseeable subsurface or otherwise concealed physical conditions, including hazardous or historical/cultural materials under Article 6, which differ materially from those indicated by the Contract Documents or a site inspection; or

(b) If the Contractor encounters unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized

as inherent in construction activities of the character provided for in the Contract Documents.

(2) INCREASE IN CONTRACT TIME. If the Contractor encounters a situation in which the Contractor knows or should have known that such situation would cause a delay, disruption, interruption, suspension or the like to the Project, the Contractor must file a notice with the DFCM Representative within seven (7) working days of when the Contractor knew or should have known of such circumstance or the Contractor shall be deemed to waive any right to file any PCO, PRE or Claim for additional monies or time related to such circumstance. To the extent the DFCM and/or the State of Utah is damaged by the failure of the Contractor to provide such notice after the Contractor knows or should have known of such circumstance, the Contractor shall be liable for liquidated damages attributable thereto, as well as any damages to the State of Utah and/or DFCM that are allowable in addition to liquidated damages.

7.2 CONTRACTOR INITIATED REQUESTS.

7.2.1 THE REQUEST FOR INFORMATION, RFI, PROCESS AND TIME TO FILE. The Contractor may file an RFI with the A/E regarding any concern which will assist the Contractor in the proper completion of the Work including, but not limited to issues related to the Contract Documents, plans and specifications. The RFI shall be filed with the A/E in a timely manner so as not to prejudice the DFCM as to the quality, time or money related to the Work.

7.2.2 PROPOSED CHANGE ORDER ("PCO"). Within twenty-one (21) days after the Contractor knows or should have known of a situation or concern where the Contractor is going to request additional monies or time, the Contractor must file a Proposed Change Order ("PCO") with the DFCM Representative, or the Contractor shall be deemed to waive any right to claim additional monies or time related to such situation or concern. The PCO shall include all available documentation supporting the PCO available to the Contractor at the time of filing and the Contractor shall thereafter diligently pursue the

supplementation(s) of such documentation and promptly deliver such supplementation(s) to the DFCM Representative.

(1) DFCM

REPRESENTATIVE RESPONSE. One of the following may occur after a PCO is filed with the DFCM Representative:

(a) The DFCM Representative, after considering any input by the A/E, may reach an agreement with the Contractor and issue a Change Order.

(b) The DFCM, after considering any input by the A/E, may issue a Construction Change Directive.

(c) If the DFCM Representative, after considering any input by the A/E, disagrees with the Contractor's PCO, the DFCM representative may seek additional information or verification from the Contractor, the A/E or other sources, may negotiate with the Contractor, may issue a Change Order upon such later agreement, may retract the PR, or may issue a Construction Change Directive.

(d) If a Construction Change Directive is issued which identifies the DFCM Representative's position in regard to the subject contract sum and/or time adjustment or if the PCO is denied by the DFCM Representative, the Contractor must file a PRE under Article 7.7 below no later than twenty-one (21) days after the Contractor's receipt of the Construction Change Directive or such denial of the PCO. Failure to file a PRE in these instances shall be deemed to waive any right to additional time or money related to the PCO, Construction Change Directive or denial of the PCO. Such waiver shall entitle the DFCM to convert the Construction Change Directive into a Change Order, whether or not executed by the Contractor.

If the Construction Change Directive leaves open the determination of additional time or money related to the directed change, then the time period for commencement of filing the PRE shall not accrue until such time as the DFCM has conveyed to the Contractor a position as to the time and money owing as a result of the directed change.

The A/E must continually work with the DFCM in providing data, documentation and efforts to resolve the issues related to the PR.

7.3 PROPOSAL REQUEST INITIATED BY DFCM. DFCM may file a Proposal Request with the Contractor seeking information, data and/or pricing relating to a change in the contract time and or monies owing for particular scope changes or other modifications to the Contract Documents. The PR shall provide a time limit for the Contractor to file a response with the A/E and the DFCM Representative. If a proposal is not timely provided by the Contractor, DFCM may calculate the Change Order under Article 7.4.2 below. Upon such timely receipt of the proposal, one of the following shall occur:

7.3.1 IF AGREEMENT, CHANGE ORDER ISSUED. The DFCM Representative, after considering any input by the A/E, may reach an agreement with the Contractor and issue a Change Order.

7.3.2 IF DISAGREEMENT. If the DFCM Representative disagrees with the Contractor's proposal, after considering any input from the A/E, the DFCM representative may seek additional information or verification from the Contractor or other sources, may negotiate with the Contractor, may issue a Change Order upon such later agreement, may retract the PR, or may issue a Construction Change Directive. If a Construction Change Directive is issued which identifies the DFCM representative's position in regard to the subject contract sum and/or time adjustment, the Contractor must file a PRE within twenty-one (21) days of the Contractor's receipt of the Construction Change Directive, or the Contractor shall be deemed to waive any such request for additional time or money as a result of the issuance of the Construction Change Directive. Such waiver shall entitle the DFCM to convert the Construction Change Directive into a Change Order, whether or not executed by the Contractor. If the Construction Change Directive leaves open the determination of additional time or money related to the directed change, then the time period for commencement of filing the PRE shall not accrue until such time as the DFCM has conveyed

to the Contractor a position as to the time and money owing as a result of the directed change.

7.4 EVALUATION OF PROPOSAL FOR ISSUING CHANGE ORDERS.

7.4.1 ADJUSTING SUM BASED UPON AGREEMENT. If the Change Order provides for an adjustment to the Contract Sum, the adjustment shall be based on the mutual agreement of the Contractor and DFCM, including any terms mandated by unit price agreements or other terms of the Contract Documents.

7.4.2 DFCM RESOLUTION OF SUM AND STANDARDS IN THE ABSENCE OF AN AGREEMENT UNDER PARAGRAPH 7.4.1. In the absence of an agreement under Paragraph 7.4.1 above, the adjustment shall be based on an itemized accounting of costs and savings supported by appropriate data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to the following:

(1) All direct and indirect costs of labor; including workers compensation insurance, social security and other federal and state payroll based taxes, and payroll based fringe benefits paid by Contractor so long as they are reasonable and no higher than that charged to other clients;

(2) Costs of materials, on-site temporary facilities, supplies and equipment (except hand tools) required for or incorporated into the work;

(3) Rental costs of machinery, equipment, tools (except hand tools), and on-site temporary facilities, whether rented from the Contractor or others;

(4) Costs of permits and other fees, sales, use or similar taxes related to the Work;

(5) Additional costs of field supervision and field office personnel directly attributable to the change; and

(6) Overhead and profit by the following liquidated formula which is not a penalty but a reasonable calculation agreed upon at the time of execution of the Contractor's Agreement, and provided by formula herein due to the fact that the actual amount due for said overhead and profit cannot easily be ascertained at the time of such execution. The markups in 7.4.2(6)(a) and (b) below are to cover the Contractor's additional payment and performance bond premiums, insurance premiums not specified under Paragraph 7.4.2(1), home office and on-site overhead and profit. Overhead and profit includes, but is not limited to the Contractor's Project Manager and Cost Estimator. Each request for pricing shall stand on its own and not be combined with other requests for pricing in determining the allowed markup described below. A particular request for pricing shall include all items reasonably related together and determinable at the time of the request. If several unrelated requests for pricing are grouped together in a single Change Order, each request for pricing will be considered separately for purposes of calculating the markup under the following formula:

(a) A markup of 15% shall be applied to the cost of each individual charge up to \$20,000 in cost, but in no case shall the markup be less than \$150;

(b) A markup of 10% shall be applied to the portion of the cost of each individual charge in excess of \$20,000;

(c) Subcontractors at any tier shall be entitled to markup their costs related to a Change Order with the same percentages as specified in Paragraphs 7.4.2(6)(a) and (b) above, except that the minimum markup shall be \$50 for any individual change.

7.4.3 CREDITS. The amount of credit to be allowed by the Contractor to the DFCM for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed to DFCM based upon corroboration by an appropriate source.

7.5 CONSTRUCTION CHANGE DIRECTIVES.

7.5.1 WHEN USED AND CONTRACTOR'S RIGHT TO CHALLENGE. A Construction Change Directive may be issued by the DFCM Representative in the case of a need for the Work to commence. If the Construction Change Directive leaves open the determination of additional time or money related to the directed change, then the Construction Change Directive shall indicate the timeframe(s) in which further information is to be provided to resolve the matter. At any time that the DFCM and the Contractor agree upon the time and money related to a Construction Change Directive, a Change Order shall be executed by the parties. Additionally, the Construction Change Directive may be converted to a Change Order under Paragraph 7.2.2 or Article 7.3 above.

7.5.2 PROCEED WITH WORK AND NOTIFY DFCM ABOUT ADJUSTMENT METHOD. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved.

7.5.3 INTERIM PAYMENTS BY DFCM. Pending the final determination of the total cost of the Construction Change Directive, DFCM shall pay any undisputed amount to the Contractor.

7.6 A/E'S SUPPLEMENTAL INSTRUCTION (Commonly referred to as an "ASI"). The A/E may at any time that is consistent with maintaining the quality, safety, time, budget and function of the Work, issue to the Contractor a supplemental instruction ("ASI") after approval from the DFCM Representative is obtained. The Contractor must file with the DFCM Representative a PCO under Paragraph 7.2.2 above, within 21 calendar days of the Contractor's receipt of the ASI, or the Contractor shall be deemed to have waived any right to additional time or monies as a result of such ASI.

7.7 PROCEDURE FOR PRELIMINARY RESOLUTION EFFORTS.

7.7.1 REQUEST FOR PRELIMINARY RESOLUTION EFFORT (PRE). A Contractor raising an issue related to a breach of contract or an issue concerning time or money shall file a PRE as a prerequisite for any consideration of the issue by the DFCM. The labeling of the notice or request shall not preclude the consideration of the issue by the DFCM.

7.7.2 TIME FOR FILING. The PRE must be filed in writing with the DFCM Representative within twenty-one (21) days of any of the following:

(1) Issuance of a Construction Change Directive that defines the time and sum due the Contractor but the Contractor disagrees with such assessment;

(2) Issuance of DFCM's position in regard to a Construction Change Directive that originally left open the time and/or sum due to the Contractor;

(3) Issuance of a denial of a PCO by DFCM;

(4) In the case of a Subcontractor, after the expiration of the time period for the Contractor/Subcontractor PRE process under Paragraph 7.7.5 below; or

(5) When the Contractor knows or should have known about any other issue where the Contractor seeks additional monies, time or other relief from the State of Utah or DFCM.

7.7.3 CONTENT REQUIREMENT. The PRE shall be required to include in writing to the extent information is reasonably available at the time of such filing:

- (1) A description of the issue;
- (2) The potential impact on cost and time or other breach of contract; and
- (3) An indication of the relief sought.

7.7.4 SUPPLEMENTATION.

Additional detail of the content requirement under Paragraph 7.7.3 above shall be provided later if the detail is not yet available at the initial filing as follows:

(1) While the issue is continuing or the impact is being determined, the Contractor shall provide a written updated status report every 30 days or as otherwise reasonably requested by the DFCM Representative; and

(2) After the scope of work or other factors addressing the issue are completed, the complete information, including any impacts on time, cost or other relief requested, must be provided to the DFCM Representative within twenty-one (21) days of such completion.

7.7.5 SUBCONTRACTORS.

(1) Under no circumstances shall any provision of these Contract Documents be intended or construed to create any contractual relationship between the DFCM and any Subcontractor.

(2) The Contractor must include the provisions of this Paragraph 7.7.5 in its contract with the first tier Subcontractor, and each Subcontractor must do likewise. At the Contractor's discretion, the Contractor may allow a Subcontractor at the 2nd tier and beyond to submit the PRE directly with the Contractor.

(3) In order for a Subcontractor at any tier to be involved with the PRE of the DFCM, the following conditions and process shall apply:

(a) The Subcontractor must have attempted to resolve the issue with the Contractor including the submission of a PRE with the Contractor.

(b) The Subcontractor must file a copy of the PRE with the DFCM Representative;

(c) The PRE to the Contractor must meet the time, content and supplementation requirements of Paragraphs 7.7.2, 7.7.3 and 7.7.4. The triggering event for a

Subcontractor to file a PRE shall be the time at which the issue cannot be resolved through the normal business practices associated with the contract, excluding arbitration and litigation;

(d) The PRE submitted to the Contractor shall only be eligible for consideration in the DFCM's PRE process to the extent the issue is reasonably related to the performance of the DFCM or an entity for which the DFCM is liable;

(e) The Contractor shall resolve the PRE to the satisfaction of the Subcontractor within sixty (60) days of its submittal to the Contractor or such other time period as subsequently agreed to by the Subcontractor in writing. If the Contractor fails to resolve the PRE with the Subcontractor within such required time period, the Subcontractor may submit in writing the PRE with the Contractor and the DFCM. In order to be eligible for DFCM consideration of the PRE, the Subcontractor must submit the PRE within twenty-one (21) days of the expiration of the time period for the Contractor/Subcontractor PRE process. The DFCM shall consider the PRE as being submitted by the Contractor on behalf of the Subcontractor;

(f) Upon such PRE being submitted, the Contractor shall cooperate with the DFCM Representative in reviewing the issue;

(g) The DFCM shall not be obligated to consider any submission which is not in accordance with any provision of this Article 7.7;

(h) The Subcontractor may accompany the Contractor in participating with the DFCM regarding the PRE raised by the Subcontractor. The DFCM is not precluded from meeting with the Contractor separately and it shall be the responsibility of the Contractor to keep the Subcontractor informed of any such meetings; and

(i) Notwithstanding any provision of this Paragraph 7.7.5, a Subcontractor shall be entitled to pursue a payment bond claim.

7.7.6 PRE RESOLUTION

PROCEDURE. The DFCM Representative may request additional information and may meet with the parties involved with the issue.

7.7.7 CONTRACTOR REQUIRED TO CONTINUE PERFORMANCE. Pending the final resolution of the issue, unless otherwise agreed upon in writing by the DFCM Representative, the Contractor shall proceed diligently with performance of the Contract and the DFCM shall continue to make payments in accordance with the Contract Documents.

7.7.8 DECISION. The DFCM shall issue to the Contractor, and any other party brought into the process by the DFCM Representative as being liable to the DFCM, a written decision providing the basis for the decision on the issues presented by all of the parties within thirty (30) days of receipt of all the information required under Paragraphs 7.7.3 and 7.7.4.

7.7.9 DECISION FINAL UNLESS CLAIM SUBMITTED. The decision by the DFCM shall be final, and not subject to any further administrative or judicial review (not including judicial enforcement) unless a Claim is submitted in accordance with these General Conditions.

7.7.10 EXTENSION REQUIRES MUTUAL AGREEMENT. Any time period specified in this Article 7.7 may be extended by mutual agreement of the Contractor and the DFCM.

7.7.11 IF DECISION NOT ISSUED. If the decision is not issued within the thirty (30) day period, including any agreed to extensions, the issue may be pursued as a Claim.

7.7.12 PAYMENT FOR PERFORMANCE.

(1) Except as otherwise provided in the Contract Documents, any final decision where the DFCM is to pay additional monies to the Contractor, shall not be delayed by any PRE, Claim or appeal by another party.

(2) Payment to the Contractor of any final decision shall be made by the DFCM in accordance with the contract for the completed work.

(3) Notwithstanding any other provision of the Contract Documents, payment to the Contractor shall be subject to any set-off, claims or counterclaims of the DFCM.

(4) Payment to the Contractor for a Subcontractor issue submitted by the Contractor shall be paid by the Contractor to the Subcontractor in accordance with the contract between the Contractor and the Subcontractor.

(5) Any payment or performance determined owing by the Contractor to the DFCM shall be made in accordance with the Contract Documents.

7.8. RESOLUTION OF CLAIM.

7.8.1 CLAIM. If the decision on the PRE is not issued within the required timeframe or if the Contractor is not satisfied with the decision, the Contractor or other party brought into the process by the DFCM, may submit a Claim in accordance with this Article 7.8 as a prerequisite for any further consideration by the DFCM or the right to any judicial review of the issue giving rise to the claim.

7.8.2 SUBCONTRACTORS. In order for a Subcontractor to have its issue considered in the Claim process by the DFCM, the Subcontractor that had its issue considered under Paragraph 7.7.5 may submit the issue as a Claim by filing it with the Contractor and the DFCM within the same timeframe and with the same content requirements as required of a Claim submitted by the Contractor under this rule. The DFCM shall consider the Claim as being submitted by the Contractor on behalf of the Subcontractor. Under no circumstances shall any provision of these General Conditions or the Contract Documents be intended or construed so as to create any contractual relationship between the DFCM and any Subcontractor.

(1) Upon such Claim being submitted, the Contractor shall fully cooperate

with the Director, the person(s) evaluating the claim and any subsequent reviewing authority.

(2) The Director shall not be obligated to consider any submission which is not in accordance with this Paragraph 7.8.2.

(3) The Subcontractor may accompany the Contractor in participating with the Director, the person(s) evaluating the Claim and any subsequent reviewing authority regarding the Claim. The Director, the person(s) evaluating the Claim and any subsequent reviewing authority is not precluded from meeting with the Contractor separately, and it shall be the responsibility of the Contractor to keep the Subcontractor informed of any such meetings and matters discussed.

(4) Notwithstanding any provision of this Article 7.8, a Subcontractor shall be entitled to pursue a payment bond claim.

7.8.3 TIME FOR FILING. The Claim must be filed in writing promptly with the Director, but in no case more than twenty-one (21) days after the decision is issued on the PRE under Paragraph 7.7.8 or no more than twenty-one (21) days after the thirty (30) day period under Paragraph 7.7.11 has expired with a decision not issued, whichever is later.

7.8.4 CONTENT REQUIREMENT. The written Claim shall include:

(1) A description of the issues in dispute;

(2) The basis for the Claim, including documentation and analysis required by the contract and applicable law and rules that allow for the proper determination of the Claim;

(3) A detailed cost estimate for any amount sought, including copies of any related invoices; and

(4) A specific identification of the relief sought.

7.8.5 EXTENSION OF TIME TO SUBMIT DOCUMENTATION. The time period for submitting documentation and any

analysis to support a Claim may be extended by the Director upon written request of the claimant showing just cause for such extension, which request must be included in the initial Claim submittal.

7.8.6 CONTRACTOR REQUIRED TO CONTINUE PERFORMANCE. Pending the final determination of the Claim, including any judicial review or appeal process, and unless otherwise agreed upon in writing by the Director, the Contractor shall proceed diligently with performance of the Contract and the DFCM shall continue to make payments in accordance with the Contract Documents.

7.8.7 AGREEMENT OF CLAIMANT ON METHOD AND PERSON(S) EVALUATING THE CLAIM. The Director shall first attempt to reach agreement with the claimant on the method and person(s) to evaluate the Claim. If such agreement cannot be made within fourteen (14) days of filing of the Claim, the Director shall select the method and person(s), considering the purposes described in Rule R23-26-1. Unless agreed to by the Director and the claimant, any selected person shall not have a conflict of interest or appearance of impropriety. Any party and the person(s) evaluating the Claim has a duty to promptly raise any circumstances regarding a conflict of interest or appearance of impropriety. If such a reasonable objection is raised, and unless otherwise agreed to by the Director and the claimant, the Director shall take appropriate action to eliminate the conflict of interest or appearance of impropriety. The dispute resolution methods and person(s) may include any of the following:

(1) A single expert and/or hearing officer qualified in the field that is the subject of the Claim;

(2) An expert panel, consisting of members that are qualified in a field that is the subject of the Claim;

(3) An arbitration process which may be binding if agreed to by the parties to the Claim;

(4) A mediator; or

(5) Any other method that best accomplishes the purposes set forth in Rule R23-26-1.

7.8.8 THE EVALUATION PROCESS, TIMEFRAMES OF EVALUATOR(S), DIRECTOR'S DETERMINATION, ADMINISTRATIVE APPEAL TO THE EXECUTIVE DIRECTOR AND JUDICIAL REVIEW. The Claim shall be evaluated, the timeframe for specific events related to the person(s) evaluating the Claim, the Director's determination, any appeal to the Executive Director and any judicial review shall be subject to the provisions of Rule R23-26-5(8), R23-26-5(9), R23-26-6 and R23-26-8. A copy of these Administrative Rules are available at DFCM.

7.8.9 APPEAL PROCESS PREREQUISITE FOR FURTHER CONSIDERATION OR JUDICIAL REVIEW. The administrative appeal to the Executive Director is a prerequisite for any further consideration by the State of Utah, or to judicial review of the issue giving rise to the Claim. It shall be considered that the Contractor, or another party brought into the process by the DFCM, has not exhausted its administrative remedies if such an administrative appeal is not undertaken.

7.9 PAYMENT OF CLAIM.

7.9.1 When a stand alone component of a Claim has received a final determination, and is no longer subject to review or appeal, that amount shall be paid in accordance with the payment provisions of the Contract Documents or judicial order.

7.9.2 When the entire Claim has received a final determination, and is no longer subject to review or appeal, the full amount shall be paid within fourteen (14) days of the date of the final determination unless the work or services has not been completed, in which case the amount shall be paid in accordance with the payment provisions of the Contract Documents to the point that the work or services is completed.

7.9.3 The final determination date is the earlier of the date upon which the claimant accepted the settlement in writing with an

executed customary release document and waived its rights of appeal, or the expiration of the appeal period, with no appeal filed, or the determination made resulting from the final appeal.

7.9.4 Any final determination where the Division is to pay additional monies to the Contractor shall not be delayed by any appeal or request for judicial review by another party brought into the process by the Division as being liable to the DFCM.

7.9.5 Notwithstanding any other provision of the Contract Documents, payment of all or part of a Claim is subject to any set-off, claims or counterclaims of the DFCM.

7.9.6 Payment to the Contractor for a Subcontractor issue (Claim) deemed filed by the Contractor, shall be paid by the Contractor to the Subcontractor in accordance with the contract between the Contractor and the Subcontractor.

7.9.7 The execution of a customary release document related to any payment may be required as a condition of making the payment.

7.10 ALLOCATION OF COSTS OF CLAIM RESOLUTION PROCESS.

7.10.1 In order to file a Claim, a claimant must pay a \$1500 filing fee to the DFCM. When the Claim is a pass-through from a Subcontractor in accordance with Paragraph 7.7.5, the payment of the fee shall be made by the Subcontractor.

7.10.2 Unless otherwise agreed to by the parties to the Claim, the costs of resolving the Claim shall be allocated among the parties on the same proportionate basis as the determination of financial responsibility for the Claim.

7.10.3 The costs of resolving the Claim that are subject to allocation include the claimant's filing fee, the costs of any person(s) evaluating the Claim, the costs of making any required record of the process, and any additional testing or inspection procured to investigate and/or evaluate the Claim.

7.10.4 Each party is responsible for its own attorney fees.

7.11 ALTERNATIVE PROCEDURES. To the extent otherwise permitted by law, if all parties to a Claim agree in writing, a protocol for resolving a Claim may be used that differs from the process described in this Article 7.

7.12 IMPACT ON FUTURE SELECTIONS.

7.12.1 The presentation of a good faith and non-frivolous issue or Claim shall not be considered by the DFCM's selection process for a future award of contract; and

7.12.2 The submission of a bad faith and frivolous issue or Claim, or the failure by a Contractor to facilitate resolution of a Claim, may be considered in the DFCM's evaluation of performance.

7.13 REPORT TO BUILDING BOARD. The DFCM may report on the claim to the Utah State Building Board.

7.14 DFCM'S RIGHT TO HAVE ISSUES, DISPUTES OR CLAIMS CONSIDERED. As stated in Rule R23-26-1(6), Articles 7.7 through 7.13 above do not limit the right of DFCM to have any of its issues, disputes or claims considered. DFCM reserves all rights to pursue its issues, disputes or claims in law or equity including, but not limited to, any or all of the following: damages, delay damages and impacts, losses, liability, patent or latent defects, or failure to perform under the Contract Documents. If the Director appoints an expert or a panel to consider any such issue(s), dispute(s) or claim(s) of DFCM, the Contractor shall cooperate with such expert or panel process.

ARTICLE 8. PAYMENTS AND COMPLETION.

8.1 SCHEDULE OF VALUES. With the first Application for Payment, the Contractor shall submit to the A/E and the DFCM Representative a schedule of values allocated to all the various portions of the Work. The Schedule of Values shall be submitted on the form approved and provided by DFCM. The A/E shall make recommendations to the DFCM Representative

regarding the Schedule of Values including any suggested modifications. When approved, including any approved modifications, by the DFCM Representative, it shall be the basis for future Contractor Applications for Payments. The Contractor shall not be entitled to payment until receipt and acceptance of the Schedule of Values.

8.2 APPLICATIONS FOR PAYMENT.

8.2.1 IN GENERAL. The following general requirements shall be met:

(1) The Contractor shall submit to the A/E an itemized Application for Payment for Work completed in accordance with the schedule of values and that reflects retainage as provided for in the Contractor's Agreement. The Application for Payment shall be on a special form approved and provided by DFCM.

(2) Such application shall be supported by such data substantiating the Contractor's right to payment as the DFCM or A/E may require. Said data may include, but is not limited to, copies of requisitions from Subcontractors.

(3) Such applications may include requests for payment pursuant to approved Change Orders or Construction Change Directives.

(4) Such applications may not include requests for payment for portions of the Work performed by a subcontractor when the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.

(5) In executing the Application for Payment, the Contractor shall attest that subcontractors involved with prior applications for payment have been paid, unless the Contractor provides a detailed explanation why such payment may not have occurred. DFCM reserves the right to require the Contractor to submit a payment waiver from one or more subcontractors.

8.2.2 PAYMENT FOR MATERIAL AND EQUIPMENT. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment

delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the DFCM and A/E, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the DFCM to establish the DFCM's title to such materials and equipment or otherwise protect the DFCM's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. The DFCM may require copies of invoices or other suitable documentation.

8.2.3 WARRANTY OF TITLE. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the DFCM no later than the time for payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the DFCM shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the Work.

8.2.4 HOLDBACK BY DFCM. Notwithstanding anything to the contrary contained in the Contract Documents, the DFCM may, as a result of the claims resolution process, withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents.

8.3 CERTIFICATES FOR PAYMENT.

8.3.1 ISSUED BY A/E. The A/E shall within ten (10) days after receipt of the Contractor's Application for Payment, either issue to the DFCM a Certificate for Payment, with a copy to the Contractor, for such amount as the A/E determines due, or notify the Contractor and DFCM in writing of the A/E's reasons for withholding certification in whole or in part as

provided in Paragraph 8.4.1. If the A/E fails to act within said ten (10) day period, the Contractor may file the Application for Payment directly with the DFCM Representative and the DFCM will thereafter have twenty (20) days from the date of the DFCM's receipt to resolve the amount to be paid and to pay the undisputed amount. The accuracy of the Contractor's Applications for Payment shall be Contractor's responsibility, not A/E's.

8.3.2 A/E'S REPRESENTATIONS.

The A/E's issuance of a Certificate for Payment shall constitute a representation to the DFCM that to the best of the A/E's knowledge, information and belief, based upon the A/E's observations at the site, the data comprising the Application for Payment, and what is reasonably inferable from the observations and data, that the Work has progressed to the point indicated in the Application and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the A/E. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the A/E has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the DFCM to substantiate the Contractor's right to payment, (d) ascertained how or for what purpose the Contractor used money previously paid on account of Contract Sum, or (e) any duty to make such inquiries.

8.4 DECISIONS TO WITHHOLD CERTIFICATION.

8.4.1 WHEN WITHHELD. The A/E may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the DFCM, if in the A/E's judgment the representations to the DFCM required in

Paragraph 8.3.2 above can not be made. If the A/E is unable to certify payment in the amount of the Application, the A/E shall notify the Contractor and DFCM as provided in Paragraph 8.3.1 above. If the Contractor and A/E can not agree on a revised amount, the A/E shall promptly issue a Certificate for Payment for the amount to which the A/E makes such representations to the DFCM. The A/E may also decide not to certify payment or, because of subsequently discovered evidence or observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the A/E's opinion to protect the DFCM from loss because of:

- (1) Defective Work not remedied;
- (2) Third party claims filed or reasonable evidence indicating probable filing of such claims;
- (3) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- (4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (5) Damage to the DFCM or another contractor;
- (6) Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (7) Failure to carry out the Work in accordance with the Contract Documents.

8.4.2 CERTIFICATION ISSUED WHEN REASONS FOR WITHHOLDING REMOVED. When the reasons stated in Paragraph 8.4.1 for withholding certification are removed, certification will be made for such related amounts.

8.4.3 CONTINUE WORK EVEN IF CONTRACTOR DISPUTES A/E'S DETERMINATION. If the Contractor disputes

any determination by the A/E or the result of the claims resolution process with regard to any Certification of Payment, the Contractor nevertheless shall expeditiously continue to prosecute the Work.

8.4.4 DFCM NOT IN BREACH. The DFCM shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the DFCM's action or such withholding is consistent with the results of the dispute resolution process.

8.5 PROGRESS PAYMENTS.

8.5.1 IN GENERAL, INTEREST OR LATE PAYMENTS.

(1) Except as provided in Paragraph 8.3.1, the DFCM shall pay any undisputed amount within thirty (30) days of the date that the application for payment was submitted to the A/E. In no event shall DFCM be required to pay any disputed amount.

(2) Except as otherwise provided by law, if any payment is late based upon the provisions of the Contract Documents, the Contractor shall be paid interest in an amount equal to the published Wall Street Journal prime rate plus 2%. The published Wall Street Journal Prime Rate shall be determined using such rate that is published closest to the 1st of the month for each month of the late period. The amount of payment of interest shall be apportioned using such rate(s) for the late period.

8.5.2 CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the DFCM, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payment to its Subcontractors in a similar manner.

8.5.3 INFORMATION FURNISHED BY A/E OR DFCM TO SUBCONTRACTOR.

The A/E or DFCM shall, on request, furnish to the Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the A/E and DFCM on account of portions of the Work done by such Subcontractor.

8.5.4 DFCM AND A/E NOT LIABLE.

Neither the DFCM or A/E shall have an obligation to pay, monitor or enforce the payment of money to a Subcontractor, except to the extent as may otherwise be required by law.

8.5.5 CERTIFICATE, PAYMENT OR USE NOT ACCEPTANCE OF IMPROPER WORK. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the DFCM shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

8.6 PAYMENT UPON SUBSTANTIAL COMPLETION. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the A/E, the DFCM shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. To the extent allowed by law, the DFCM may retain up to 200% of the fair market value of the work that has not been completed in accordance with the Contract Documents.

8.7 PARTIAL OCCUPANCY OR USE.

8.7.1 IN GENERAL. The DFCM may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the DFCM and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the

Work and commencement of the warranties required by the Contract Documents. When the Contractor considers a portion to be substantially complete, the Contractor shall prepare and submit a list to the A/E as previously provided for herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Contractor shall have continuing responsibility to protect the site and the Work during such partial occupancy and shall be responsible for damage except to the extent caused solely by the DFCM during such partial occupancy or use.

The stage of progress of the Work shall be determined by written agreement between the DFCM and Contractor.

8.7.2 INSPECTION. Immediately prior to such partial occupancy or use, the DFCM, Contractor and A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

8.7.3 NOT CONSTITUTE ACCEPTANCE. Except to the extent it is agreed upon in writing by the DFCM, partial occupancy or use of a portion or portion of the Work shall not constitute acceptance of Work not complying with the requirement of the Contract Documents.

8.8 FINAL PAYMENT.

8.8.1 CERTIFICATE FOR PAYMENT. The A/E's final Certificate for Payment shall constitute a further representation that the conditions listed in Paragraph 8.8.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

8.8.2 CONDITIONS FOR FINAL PAYMENT. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the A/E the following to the extent required by the DFCM Representative:

(1) An affidavit that payrolls, bills for material and equipment, and other indebtedness connected with the Work for which the DFCM or the State of Utah's property might be responsible or encumbered (less amounts

withheld by DFCM) have been paid or otherwise satisfied;

(2) A current or additional certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice, by certified mail, return receipt requested, has been given to the DFCM;

(3) A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

(4) If requested by surety in a timely manner or by DFCM, consent of surety, to final payment;

(5) Receipt of Record Drawings, Specifications, Addenda, Change Orders and other Modifications maintained at the site; the warranties, instructions, operation and maintenance manuals, and training videos required to be furnished by the Contract Documents;

(6) Other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the DFCM. If a Subcontractor refuses to furnish a release or waiver required by the DFCM, the DFCM may require consent of Surety to the final payment. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, the Contractor shall refund to the DFCM all money that the DFCM may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees; and

(7) A written statement demonstrating how the Contractor will distribute interest earned on retention to Subcontractors as required by Section 13.8.5, U.C.A.

8.8.3 WAIVER OF CLAIMS: FINAL PAYMENT. The making of final payment shall constitute a waiver of Claims by the DFCM except those arising from:

(1) Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

(2) Failure of the Work to comply with the requirements of the Contract Documents;

(3) Terms of warranties required by the Contract Documents; or

(4) The one-year guaranty period and any corrected Work.

8.8.4 DELAYS NOT CONTRACTOR'S FAULT. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the DFCM shall, upon application by the Contractor and certification by the A/E, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. Unless otherwise stated by the DFCM in writing, the making of final payment shall constitute a waiver of claims by the DFCM as provided in Paragraph 8.8.3 for that portion of that Work fully completed and accepted by the DFCM.

8.8.5 WAIVER BY ACCEPTING FINAL PAYMENT. Acceptance of final payment by the Contractor or a Subcontractor shall constitute a waiver of Claims by that payee except those Claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Paragraph 8.8.3.

ARTICLE 9. TESTS AND INSPECTIONS, SUBSTANTIAL AND FINAL COMPLETION, UNCOVERING, CORRECTION OF WORK AND GUARANTY PERIOD.

9.1 TESTS AND INSPECTIONS.

9.1.1 IN GENERAL. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, resolutions or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise specifically set forth in the Contract Documents or agreed to by the DFCM in writing, the DFCM shall contract for such tests, inspections and approvals with an independent entity, or with the appropriate public authority, and the DFCM shall bear all related costs of tests, inspections and approvals except as provided below. If any of the Work is required to be inspected or approved by the terms of the Contract Documents or by any public authority, the Contractor shall, at least two working days prior to the time of the desired inspection, and following the procedures established by the DFCM, request such inspection or approval to be performed. The Contractor shall give the A/E timely notice of when and where tests and inspections are to be made so that the A/E may observe such procedures.

9.1.2 FAILURE OF AN INSPECTOR TO APPEAR. Work shall not proceed without any required inspection and the associated authorization by DFCM to proceed unless the following procedures and requirements have been met:

(1) The inspection or approval was requested in a timely manner as provided in Paragraph 9.1.1;

(2) The Contractor received written confirmation from the inspection entity that the inspection was scheduled;

(3) The Contractor has contacted or attempted to contact the inspector to confirm that the inspector is unable to perform the inspection as scheduled;

(4) If the inspector has confirmed that it is unable to perform the inspection as scheduled or if the Contractor is unable to contact the inspector, the contractor shall attempt to contact the State Building Official or DFCM Representative for instruction; and

(5) The Contractor has documented the condition of the work prior to being covered through photos or other means.

9.1.3 NONCONFORMING WORK. If such procedures for testing, inspection or approval under Paragraph 9.1.1 reveal failure of portions of the Work to comply with the requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the DFCM's expenses, including the cost of retesting for verification of compliance if necessary, until the DFCM accepts the Work in question as complying with the requirements of the Contract Documents.

9.1.4 CERTIFICATES. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the A/E.

9.1.5 A/E OBSERVING. If the A/E is to observe tests, inspections or approvals required by the Contract Documents, the A/E shall do so with reasonable promptness and, where practicable, at the normal place of testing.

9.1.6 PROMPTNESS. Tests, inspections and arrangements for approvals conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

9.2 INSPECTIONS: SUBSTANTIAL AND FINAL.

9.2.1 SUBSTANTIAL COMPLETION INSPECTION. Prior to requesting a substantial completion inspection, the Contractor shall prepare a comprehensive initial punchlist, including unresolved items from prior inspections, for review by the DFCM and A/E to determine if the Project is ready for a substantial completion inspection. If the DFCM determines that the initial punchlist indicates that the Project is not substantially complete, the initial punchlist will be returned to the Contractor with written comments. If the DFCM determines that the initial punchlist indicates that the Project may be substantially complete, the A/E shall promptly organize and

perform a Substantial Completion inspection in the presence of the DFCM and all appropriate authorities.

(1) If the A/E reasonably determines that the initial punchlist prepared by the Contractor substantially understates the amount of the Work remaining to be completed and the Project is not substantially complete, the A/E shall report this promptly to the DFCM, and upon concurrence of the DFCM, the Contractor will be assessed the costs of the inspection and punchlist preparation incurred by the A/E and the DFCM.

(2) When the Work or designated portion thereof is Substantially Complete, the A/E shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion; shall establish responsibilities of the DFCM and Contractor for security, maintenance, heat, utilities, damage to the work and insurance; and shall fix the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. The Certificate of Substantial Completion shall require approval by the DFCM Representative. If there is a punchlist, the Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the punchlist does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

(3) Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof except to the extent as provided otherwise in the Contract Documents or if such warranty is related to an item where the work is not complete. Such warranty documents shall state the length of the warranty, which must comply with the Contract Documents.

(4) The Certificate of Substantial Completion shall be submitted by the A/E to the DFCM and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

(5) Except to the extent the DFCM Representative otherwise approves in

advance and in writing, the Contractor shall submit the following documents in order to achieve Substantial Completion: written warranties, guarantees, operation and maintenance manuals, and all complete as-built drawings. The Contractor must also provide or obtain any required approvals for occupancy. The Contractor is responsible for the guaranty of all Work, whether performed by it or by its Subcontractors at any tier.

9.2.2 FINAL COMPLETION

INSPECTION. Prior to requesting a final inspection, the Contractor shall verify all punchlist items are corrected/completed. Once all punchlist items are corrected/completed the Contractor shall notify the DFCM and request a final inspection. The DFCM shall notify the A/E and perform a final inspection. Two final inspections may be allowed due to required weather changes required to complete some items. When all punchlist items are completed a final pay request will be provided by the Contractor, authorized by the A/E and processed by the DFCM.

9.3 UNCOVERING OF WORK.

9.3.1 UNCOVER UNINSPECTED WORK. Except as provided in Paragraph 9.3.3, if a portion of the Work is covered prior to an Inspector's approval to proceed, it must, be uncovered for the Inspector's inspection and be replaced at the Contractor's expense without change in the Contract Time.

9.3.2 OBSERVATION PRIOR TO COVERING. Except as provided in Paragraph 9.3.3, if the DFCM or the A/E has requested in writing to observe conditions prior to any Work being covered or if such observation is specified in the Contract Documents, and the Work is covered without such observation, the Contractor shall be required to uncover and appropriately replace the Work at the Contractor's expense without change in the Contract Time. If the Contractor requests an inspection and the DFCM or A/E, including any inspector of each, does not appear, the Contractor shall immediately notify the DFCM of such lack of appearance, but shall not cover the Work without such inspection.

9.3.3 WHEN AN INSPECTOR FAILS TO APPEAR OR A/E OR DFCM DID NOT MAKE PRIOR REQUEST.

If Work is performed by the Contractor without an inspection as provided in Paragraph 9.1.2 or if a portion of the Work has been covered which the A/E or DFCM has not specifically requested to observe prior to its being covered or such observation is not specified by the Contract Documents, the A/E or DFCM may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement, shall, by appropriate Change Order, be charged to the DFCM. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the DFCM or a separate contractor in which event the DFCM shall be responsible for payment of such costs.

9.4 CORRECTION OF WORK AND GUARANTY PERIOD.

9.4.1 CONTRACTOR CORRECT THE WORK. The Contractor shall correct Work rejected by the A/E, Inspector or DFCM, or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for the A/E's and Inspector's services and expenses made necessary thereby.

9.4.2 GUARANTY AND CORRECTION AFTER SUBSTANTIAL COMPLETION. If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.2.1 or by terms of an applicable special warranty or guaranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, including failure to perform for its intended purpose, the Contractor shall correct it promptly after receipt of written notice from the DFCM to do so unless the DFCM has previously given the Contractor a written acceptance of such condition. The period of one

year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation of the Contractor under this Paragraph 9.4.2 shall be operative notwithstanding the acceptance of the Work under the Contract, the final certificate of payment, partial or total occupancy and/or termination of the Contract. The DFCM shall give notice of observed defects with reasonable promptness, however, failure to give such notice shall not relieve the Contractor of its obligation to correct the Work at the cost that the Contractor would have incurred if the DFCM did so report with reasonable promptness. All corrected Work shall be subject to a one-year guaranty period the same in all respects as the original Work, except that such guaranty period shall commence from the time of Substantial Completion of the corrected Work. This guaranty period does not affect the DFCM's right to pursue any available remedies against Contractor.

9.4.3 REMOVAL OF WORK.

(1) The Contractor shall promptly remove from the premises all Work that the DFCM and/or the A/E determines as being in nonconformance with the Contract Documents, whether incorporated or not.

(2) The Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the DFCM.

(3) The Contractor shall bear the expense of correcting destroyed or damaged construction, whether completed or partially completed, of the DFCM or of other contractors destroyed or damaged by such removal or replacement.

(4) If the Contractor does not remove such rejected Work within a reasonable time, fixed by written notice, the DFCM may have the materials removed and stored at the expense of the Contractor.

(5) If the Contractor does not correct the nonconforming Work within a

reasonable time, fixed by written notice, the DFCM may correct it in accordance with Paragraph 12.2.2 of these General Conditions.

9.4.4 NOT LIMIT OTHER OBLIGATIONS. Nothing contained in this Article 9.4 shall be construed to establish a period of limitation with respect to other obligations which the Contractor may have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 9.4.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

9.5 ADDITIONAL WARRANTIES.

9.5.1 IN GENERAL. In addition to any other provisions of this Article 9, the following warranties shall apply:

(1) The Contractor warrants to the DFCM that materials and equipment furnished under the Contract will be of good quality and new, except to the extent otherwise required or expressly permitted by the Contract Documents.

(2) The Contractor also warrants to the DFCM that the Work will be free from defects not inherent in the quality required or permitted and that the Work will conform with the requirements of the Contract Documents. Work not conforming to said requirements, including substitutions not properly approved and authorized, may be considered defective at the DFCM's option.

9.5.2 EXCLUSION. Unless due to the negligent or intentional act or omission of the Contractor or those under the Contractor's control, or as otherwise stated in the Contract Documents, the Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

9.5.3 FURNISH EVIDENCE ON REQUEST. If requested by the A/E or DFCM, the Contractor shall furnish satisfactory evidence as to the type and quality of materials and equipment.

9.6 ACCEPTANCE OF NONCONFORMING WORK. If the DFCM prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the DFCM may do so in writing instead of requiring its removal and correction, in which case the Contract Sum shall be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 10. INSURANCE AND BONDS.

10.1 LIABILITY INSURANCE.

10.1.1 IN GENERAL. To protect against liability, loss and/or expense arising from damage to property or injury or death of any person or persons incurred in any way out of, in connection with or resulting from the Work provided hereunder, Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, the following insurance from insurance companies authorized to do business in the State of Utah in a form and content satisfactory to the DFCM and rated "A-" or better with a financial size category of (a) Class X or larger where the Contract Sum is \$1,000,000 or greater or (b) Class VII or larger where the Contract Sum is under \$1,000,000. Said rating and financial size category shall be as published by A.M. Best Company at the time the Contract is executed.

(1) Workers' Compensation Insurance and Employers' Liability Insurance. Worker's Compensation Insurance shall cover full liability under the Worker's Compensation Laws of the jurisdiction in which the Project is located at the statutory limits required by said jurisdiction's laws. Employer's Liability Insurance shall provide the following limits of liability: \$100,000 for each accident; \$500,000 for Disease-Policy Limit; and \$100,000 for Disease-Each Employee. The Contractor shall require all Subcontractors to take

and maintain similar policies of Workers' Compensation Insurance.

(2) Commercial General Liability Insurance.

a. Commercial General Liability Insurance, on an "occurrence basis," including insurance for operations, independent contractors, subcontractors at any tier, products/completed operations and contractual liability specifically designating the Indemnity provisions of these General Conditions as an insured contract on the Certificate of Insurance. Such Commercial General Liability Insurance must be endorsed with a Broad Form Property Damage Endorsement (including Completed Operations) and afford coverage for explosion, collapse and underground hazards. Such Commercial General Liability Insurance shall be in limits not less than the following:

\$2,000,000 General Aggregate, plus:

i. If the Construction Value is \$25,000,000 or more, an additional \$5,000,000 umbrella policy (which covers aggregate and per occurrence) is required; or

ii. if the Construction Value is \$10,000,000 or more but less than \$25,000,000, an additional \$2,000,000 umbrella policy (which covers aggregate and per occurrence) is required.

\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

b. For purposes of this subparagraph 2(a), Construction Value means:

i. the Contract Sum if the work is being performed under a Standard Construction Contractor's Agreement;

ii. the Fixed Limit of Construction Costs if the work is being performed under a Construction Manager/General Contractor Agreement; or

iii. the Guaranteed Fixed contract Amount if the work is to be performed under a Design/Build Agreement.

(3) Automobile liability insurance for claims arising from the ownership, maintenance, or use of a motor vehicle. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the Work, with the following minimum limits of liability:

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Per Occurrence

(4) Aircraft Use. Contractor using its own aircraft, or employing aircraft in connection with the Work performed under this Agreement shall maintain Aircraft Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence. Said certificate shall state that the policy required by this paragraph has been endorsed to name the State of Utah as Additional Insureds.

(5) Unless otherwise provided by the procurement documents, the insurance requirements in 10.1.1(1) through (4) above do not apply to subcontractors or suppliers at any tier under the Contractor and any insurance requirements of subcontractors and suppliers at any tier is a matter between the General Contractor and such subcontractor or supplier.

10.1.2 CONFIGURATIONS. Any policy required by this Article may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

10.1.3 CONTRACTOR LIABILITY. Irrespective of the requirements as to insurance to be carried by Contractor as provided herein; insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve Contractor of any obligations hereunder.

10.1.4 CERTIFICATE, NOTICE REQUIREMENTS, ADDITIONAL INSURED. Before the Contract Agreement is executed,

certificates evidencing coverages as specified above are in effect, shall be furnished to the DFCM. Such insurance certificates shall contain provisions that no cancellation, material change therein or non-renewal shall become effective except upon thirty (30) days prior written notice to the DFCM as evidenced by return receipt, certified mail sent to DFCM. The Contractor shall notify the DFCM within thirty (30) days of any claims(s) against the Contractor, and if such claim(s) exceed 20% of the applicable required insured limits, the DFCM may require the Contractor to re-instate the policy to provide full protection at the original limits. For any risk not covered by the Worker's Compensation Policy, the State of Utah shall be named as additional insured parties. All insurance policies provided shall be primary and non-contributing with, and not in excess of, any other insurance or self-insurance available to the State of Utah.

10.1.5 DEDUCTIBLE LIABILITY.

Any and all deductibles in the above described policies shall be assumed by, for the account of, and at sole risk of Contractor. The allowable deductible for any of the policies required by these General Conditions shall be no more than \$1,000 or 0.1 percent of the Contract Amount, whichever is greater. When there is an FLCC, the FLCC shall be the Contract Amount for purposes of calculating the allowable deductible.

10.1.6 ADDITIONAL REQUIREMENTS:

(1) Any type of insurance or any increase of limits of liability not described in this Agreement which the Contractor requires for its own protection or on account of any statute, rule or regulation, shall be its own responsibility and at its own expense.

(2) The carrying of any insurance required by this Agreement shall in no way be interpreted as relieving the Contractor or Subcontractors of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation or order.

(3) Contractor shall not violate or knowingly permit to be violated any of the

provisions of the policies on insurance required under these General Conditions.

10.2 "BUILDER'S RISK" PROPERTY INSURANCE.

10.2.1 IN GENERAL. The State shall provide "Builder's Risk" property insurance to protect the State, as well as all Contractors and Subcontractors, and include them as insureds, with respect to Work performed hereunder at the State's own cost and expense, according to the policies and forms currently in force with insurance carriers selected by the State's Risk Manager or issued by the State of Utah Risk Management Fund. The State of Utah's Risk Manager shall furnish, upon request, all parties in interest with copies of said policies authenticated by authorized agents of the insurers or the State of Utah's Risk Management Fund.

10.2.2 INSPECTIONS, RECOMMENDATIONS. DFCM, the Division of Risk Management and the Builder's Risk insurers shall have the right to inspect the Work. The Contractor shall comply with reasonable risk control recommendations made by insurers or the Division of Risk Management. Such inspections or recommendations do not relieve the Contractor of any of its responsibilities under the Contract Documents.

10.2.3 DEDUCTIBLE. The above described "Builders Risk" policies shall be subject to a total deductible of \$5,000 per loss occurrence, which shall be assumed by all Contractors or Subcontractors, in proportion to their share of the total amount of an insured loss occurrence.

10.2.4 ADJUSTED WITH AND PAYABLE TO RISK MANAGER AS TRUSTEE. Any insured property loss is to be adjusted with the State of Utah Risk Manager, and made payable to the State of Utah Risk Manager as trustee for the Contractor and Subcontractors, as their interests may appear, subject to the requirements of any applicable loss payable clause.

10.2.5 WAIVER. Contractor, including all Subcontractors, and DFCM hereby waive all rights against each other for damages caused by

perils insured against under the "Builder's Risk" insurance provided by DFCM, except such rights as Contractor may have to the proceeds of such insurance held by the State of Utah's Risk Manager as trustee. The DFCM and the Contractor each shall require similar waivers from their contractors, subcontractors, subconsultants and agents, at any tier.

10.2.6 SPECIAL HAZARDS. DFCM shall bear the risk of loss, delay and/or damage due to earthquake and/or flood and may either insure or self-insure that risk. If the Contractor requests in writing that insurance for other special hazards be included in the "Builder's Risk" policy, the State of Utah's Risk Manager shall, if possible, include such insurance in the policy and the cost thereof shall be charged to the Contractor by Change Order.

10.3 PERFORMANCE BOND AND PAYMENT BOND. The Contractor shall submit and maintain in full force and effect as required by law and the Contract Documents, at its own expense, on forms provided by the Division of Facilities Construction and Management, and include as part of the quoted total all costs involved in securing and furnishing, the bonds listed below, based on the completed cost of the Contract and effective upon execution of the Contract. Said bonds shall be from surety companies which are authorized to do business in the State of Utah, listed in the U. S. Department of Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, and acting within the limitation listed therein.

10.3.1 A full 100 percent performance bond covering the faithful execution of the Contract in accordance with the Contract Documents; and

10.3.2 A full 100 percent payment bond covering payment of all obligations arising under the Contract Documents, for the protection of each person supplying labor, service, equipment, or material for the performance of the Work.

10.3.3 Any required insurance required under the U.S. Terrorism Risk Insurance Act of

2002, any similar applicable law, or as such Act may be amended.

ARTICLE 11. MISCELLANEOUS PROVISIONS.

11.1 A/E'S RESPONSIBILITIES.

These General Conditions are not intended to provide an exhaustive or complete list of the A/E's responsibilities. A separate agreement between the DFCM and A/E incorporates these General Conditions by reference and includes additional Design responsibilities.

11.2 SUCCESSORS AND ASSIGNS. The DFCM and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract without the prior written consent of the DFCM, nor shall the Contractor assign any amount due or to become due as well as any rights under the Contract, without prior written consent of the DFCM.

11.3 WRITTEN NOTICE.

11.3.1 PERSONAL DELIVERY AND REGISTERED OR CERTIFIED MAIL.

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail, return receipt requested, to the last business address known to the party giving notice.

11.3.2 FAX. Notwithstanding any other provision of these General Conditions, written notice shall also be deemed to have been duly served by verified use of a FAX system by using the known and operative calling number. Service by use of the FAX system is encouraged when timely notice will benefit the—DFCM, A/E or Contractor. Notice shall be considered complete and verified upon the sending and confirmation of delivery using the FAX system, if on the same day notice is also sent by registered or certified mail,

return receipt requested, to the last business address known to the party giving notice, confirming the FAX delivery.

11.4 RIGHTS AND REMEDIES.

11.4.1 NOT LIMIT. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

11.4.2 NOT WAIVER. Except as expressly provided elsewhere in the Contract Documents, no action or failure to act by the DFCM, A/E or Contractor shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as any of the above may be specifically agreed to in writing. In no case shall the Contractor or any Subcontractors be entitled to rely upon any waiver of any of these General Conditions unless agreed to in writing by the DFCM.

11.5 COMMENCEMENT OF STATUTORY LIMITATION PERIOD.

11.5.1 BEFORE SUBSTANTIAL COMPLETION. Except as provided in 11.5.4 below, as to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

11.5.2 BETWEEN SUBSTANTIAL COMPLETION AND FINAL CERTIFICATION FOR PAYMENT.

Except as provided in Paragraph 11.5.4 below, as to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certification for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certification for Payment.

11.5.3 AFTER FINAL CERTIFICATION FOR PAYMENT.

Except as provided in Paragraph 11.5.4 below, as to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any guaranty provided under Article 9 the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 9.4.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or DFCM, whichever occurs last.

11.5.4 EXCEPTION. Notwithstanding any other provision of this Article 11.5 to the contrary, no applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by the DFCM until after the date which, but for this Paragraph 11.5.4, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by the DFCM.

11.6 NOT DISCRIMINATE, NO SEXUAL HARASSMENT. Pursuant to the laws of the State of Utah, the Contractor, Subcontractors, or anyone for whose act any of them may be liable, will take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry or national origin. To the extent applicable, said persons will comply with all provisions of Executive Order No. 11246 dated September 24, 1965 and rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto. Contractor, Subcontractors, or anyone for whose act any of them may be liable, shall not act in any manner as would violate the laws, regulations and policies of the United States or the State of Utah prohibiting sexual harassment.

11.7 APPLICABLE LAWS. The applicable laws and regulations of the State of Utah, as well as any applicable local laws and regulations not superseded or exempted by State law, shall govern the execution of the Work embodied in the Contract Documents as well as the interpretation of the Contract Documents.

11.8 INTERPRETATION. In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact that a modification or an article is absent from the statement and appears in another is not intended to affect the interpretation of either statement.

11.9 VENUE. In case of any dispute, which may arise under the Contract Documents, the place of venue shall be in the County of Salt Lake, Utah, unless otherwise agreed to by all the parties in writing.

11.10 SEVERABILITY. The invalidity of any part, paragraph, subparagraph, phase, provision or aspect of the Contract documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

11.11 CONSTRUCTION OF WORDS. Unless otherwise stated in the Contract Documents, words, which have well-known technical or construction industry meanings, shall be construed as having such recognized meanings. Unless the context requires otherwise, all other technical words shall be construed in accordance with the meaning normally established by the particular, applicable profession or industry. All other words, unless the context requires otherwise, shall be construed with an ordinary, plain meaning.

11.12 NO THIRD PARTY RIGHTS. These General Conditions create rights and duties only as between DFCM and Contractor, and DFCM and A/E. Nothing contained herein shall be deemed as creating third party beneficiary contract rights or other actionable rights or duties as between Contractor and A/E, or as between DFCM, Contractor, or A/E on the one hand, and any other person or entity.

ARTICLE 12. TERMINATION OR SUSPENSION OF THE CONTRACT.

12.1 TERMINATION BY CONTRACTOR.

12.1.1 IN GENERAL. If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons performing portions of the Work under contract with any of the above, the Contractor, may terminate the Contract in accordance with 12.1.2 hereinbelow for any of the following reasons:

(1) Because the DFCM has persistently failed to fulfill fundamental DFCM's obligations under the Contract Documents with respect to matters important to the progress of the Work;

(2) Issuance of an order of a court or other public authority having jurisdiction which necessitates such termination, except that where the Contractor has standing, the Contractor must cooperate in efforts to stay and/or appeal such order;

(3) An act of government, such as a declaration of national emergency, making material unavailable; or

(4) Unavoidable casualties or other similar causes as listed in Paragraph 12.2.2(2) hereinbelow.

12.1.2 NOTICE. If one of the reasons for termination in Paragraph 12.1.1 hereinabove exist, the Contractor may, upon ten (10) additional days' written notice to the DFCM and A/E, and such condition giving cause for termination still not cured, terminate the Contract and recover from the DFCM payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages associated only with work completed prior to the notice of termination.

12.2 TERMINATION BY THE DFCM FOR CAUSE.

12.2.1 IN GENERAL. The DFCM Director or Designee may terminate the Contract if the Contractor fails to cure any of the following within a period of ten (10) days (or longer if the DFCM so approves in writing) after receipt of notice from the DFCM specifying the cause for termination:

(1) The Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

(2) The Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

(3) The Contractor persistently disregards laws, ordinances, or rules, regulations, resolutions or orders of a public authority having jurisdiction; or

(4) The Contractor fails to perform the Work within the time specified in the Contract Documents or any authorized extension thereof or the Contractor fails to make progress with the Work as to endanger such compliance;

(5) The Contractor fails to perform the Work or is otherwise in breach of a material provision of the Contract Documents;

(6) The Contractor fails to respond promptly to the financial responsibility inquiry under the Contractor's Agreement;

(7) As permissible by law for a reason to terminate, the Contractor is adjudged bankrupt;

(8) As permissible by law for a reason to terminate, the Contractor should make a general assignment for the benefit to creditors;

(9) As permissible by law for a reason to terminate, the Contractor should have a receiver appointed on account of the Contractor's insolvency; or

(10) The Contractor fails to follow the material safety requirements and precautions either as expressly provided in the

Contract Documents or as consistent with the customary practices in the industry.

12.2.2 DFCM'S RIGHT TO CARRY OUT THE WORK.

(1) If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period (or longer if approved by the DFCM in writing) after receipt of written notice from the DFCM to cure such default or neglect, the DFCM may without prejudice to other remedies the DFCM may have, correct such deficiencies, including taking over the Work and prosecuting the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the Work, such materials, appliances, and facilities as may be on the site of the Work as well as the site as necessary for its proper completion. In such case, the DFCM shall offset from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the A/E, DFCM's staff and legal counsel's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the DFCM. The Contractor shall continue performance of the Contract to the extent not terminated.

(2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor or anyone for whom the Contractor may be liable. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the State of Utah or federal government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor or anyone for whom the Contractor may be liable. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor

and the Subcontractor, and without the fault or negligence of either of them or anyone for whom either may be liable, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery or completion schedule.

12.2.3 ITEMS REQUIRED TO BE TRANSFERRED OR DELIVERED. The DFCM may require the Contractor to transfer title and deliver to the DFCM, in the manner and to the extent directed by the DFCM:

(1) Any completed portion of the Work; and

(2) Any partially completed portion of the Work and any parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the DFCM, protect and preserve property in the possession of the Contractor in which the DFCM has an interest.

12.2.4 PAYMENT. When the DFCM terminates the Contract for one or more of the reasons stated in Paragraph 12.2.1, the DFCM may withhold payment and/or pursue all available remedies.

12.2.5 DFCM PROTECTION IF LIENABLE. When the subject property is lienable, the DFCM may withhold from amounts otherwise due the Contractor for such completed Work or construction materials such sum as the DFCM determines to be necessary to protect the State against loss because of outstanding liens or claims for former lien holders.

12.2.6 CREDITS AND DEFICITS. If the unpaid balance of the Contract Sum exceeds the full cost of finishing the Work, including compensation for the A/E's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such cost exceeds the unpaid balance, the Contractor shall pay the difference to

the DFCM this obligation for payment shall survive the termination of the Contract.

12.2.7 IF CONTRACTOR FOUND NOT IN DEFAULT OR EXCUSABLE. If, after notice of termination of the Contract under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience provisions.

12.2.8 RIGHTS AND REMEDIES NOT EXCLUSIVE. The rights and remedies of the DFCM provided in this Article 12.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12.3 SUSPENSION, DELAY OR INTERRUPTION OF WORK BY THE DFCM FOR CONVENIENCE.

12.3.1 BY DFCM IN WRITING. The DFCM may in writing and without cause, order the Contractor to suspend, delay or interrupt the Work in whole or in part for such period of time as the DFCM may determine to be appropriate for the convenience of the DFCM.

12.3.2 TIME PERIOD FOR CLAIMS. Any PRE by the Contractor for adjustment under this Article 12.3 must be asserted by the Contractor, in writing, within twenty-one (21) days from the date of termination of such suspension, delay or interruption; provided that the DFCM may, in its sole discretion, receive and act upon any such PRE asserted at any time prior to final payment under this Contract.

12.3.3 ADJUSTMENTS. Any adjustment in Contract Sum and Time shall be in accordance with Articles 3, 4, and 7.

12.4 TERMINATION FOR CONVENIENCE OF THE DFCM.

12.4.1 IN GENERAL.

The performance of Work under this Contract may be terminated by the DFCM in accordance with this Article 12.4 in whole, or from time to time, in part, whenever the DFCM shall determine that such termination is in the best interest of the DFCM or any person for whom the DFCM is acting under this Contract. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

12.4.2 CONTRACTOR OBLIGATIONS. After receipt of a notice of termination, and except as otherwise directed by the DFCM in writing, the Contractor shall:

(1) Stop work under the Contract on the date and to the extent specified in the notice of termination;

(2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to performance of Work terminated by the notice of termination;

(4) Assign to the DFCM in the manner, at the times, and to the extent directed by the DFCM, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the DFCM shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DFCM, which approval or ratification shall be final for all the purposes of this Article 12.4;

(6) Transfer title and deliver to the DFCM in the manner, at the times, and to the extent, if any, directed by the DFCM:

(a) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination; and

(b) The completed or partially completed drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the DFCM;

(7) Use best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the DFCM, any property of the types referred to in Paragraph 12.4.2(6) above; provided, however, that the Contractor:

(a) Shall not be required to extend credit to any purchaser; and

(b) May acquire any such property under the conditions prescribed by and at a price or prices approved by the DFCM; and provided further that the proceeds of any such transfer of or disposition shall be applied in reduction of any payments to be made by the DFCM to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the DFCM may direct;

(8) Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

(9) Take such action as may be necessary, or as the DFCM may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor in which the State has or may acquire an interest.

12.4.3 TERMINATION CLAIM.

After receipt of a notice of termination, the Contractor may submit to the DFCM a PRE, in the form and with certification prescribed by the DFCM. Such PRE shall be submitted promptly

but in no event not later than sixty (60) days from the effective date of termination.

12.4.4 AGREED UPON PAYMENT.

Subject to the provisions of Paragraph 12.4.3 above, the Contractor and the DFCM may agree upon the amount to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Article 12.4.

12.4.5 PAYMENT NOT AGREED UPON. In the event of the failure of the Contractor and the DFCM to agree, as provided in Paragraph 12.4.4, upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this Article 12.4, the DFCM shall pay to the Contractor the amounts determined by the DFCM as follows, but without duplication of any amounts agreed upon in accordance with Paragraph 12.4.4:

(1) With respect to all Contract Work performed prior to effective date of the notice of termination, the total (without duplication of any items) of:

(a) The cost of such Work including undisputed Claim amounts;

(b) The cost of terminating, settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Paragraph 12.4.2(5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by Subcontractors prior to the effective date of the notice of termination under this Contract, which amounts shall be included in the cost on account of which payment is made under Paragraph 12.4.5(1)(a) above;

(c) A sum, as overhead and profit on Paragraph 12.4.5(1)(a) above, determined by the DFCM to be fair and reasonable;

(d) The reasonable cost of the preservation and protection of property incurred pursuant to Paragraph 12.4.2(9); and any other reasonable cost incidental to termination of Work under this Contract, including expenses incidental to the determination of the amount due

to the Contractor as the result of the termination of Work under this Contract.

(2) The total sum to be paid to the Contractor under Paragraph 12.4.5(1) above shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the DFCM shall have otherwise expressly assumed the risk of loss in writing, there shall be excluded from the amounts payable to the Contractor under Paragraph 12.4.5(1) above, the fair value of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the DFCM, or to a buyer pursuant to Paragraph 12.4.2(7).

12.4.6 DEDUCTIONS. In arriving at the amount due the Contractor under this Article 12.4, there shall be deducted:

(1) All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

(2) Any Claim which the State may have against the Contractor in connection with this Contract; and

(3) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this Article 13.4, and not otherwise recovered by or credited to the DFCM.

12.4.7 PARTIAL TERMINATION. If the termination is partial, the Contractor may file with the DFCM a PRE for the amounts specified in the Contract relating to the continued portion of the Contract and such equitable adjustment as may be agreed upon shall be made in such amounts. Any PRE under this Paragraph 12.4.7 must be filed within twenty-one (21) days from the effective date of the notice of termination.

12.4.8 PARTIAL PAYMENTS. The DFCM may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs

incurred by the Contractor in connection with the terminated portion of this Contract whenever, in the opinion of the DFCM the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article 12.4, such excess shall be payable by the Contractor to the DFCM upon demand, together with interest at a rate equal to the average rate at the time being received from the investment of state funds, as determined by the State Treasurer, for the period until the date such excess is repaid to the DFCM; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the DFCM by reason of the circumstances.

12.4.9 PRESERVE AND MAKE AVAILABLE RECORDS. Unless otherwise provided for in this Contract, or by applicable law, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to the DFCM at all reasonable times at the office of the Contractor, but without direct charge to the DFCM, all books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the DFCM Representative, photographs, micrographs, or other authentic reproductions thereof.

12.5 DFCM'S RIGHT TO STOP THE WORK. If the Contractor fails to correct Work or fails to carry out Work, as required by the Contract Documents or fails to comply with all required and customary safety precautions; the DFCM, by written order signed personally or by an agent specifically so empowered by the DFCM in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the DFCM to stop the Work shall not give rise to a duty on the part of the DFCM to exercise this right for the benefit of the Contractor or any other person or entity.



UNIVERSITY OF UTAH – FACILITIES MANAGEMENT
CAMPUS DESIGN & CONSTRUCTION



SUPPLEMENTAL GENERAL CONDITIONS

September 30, 2005

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SUPPLEMENTAL GENERAL CONDITIONS

September 30, 2005

1. AFFIRMATIVE ACTION.

The Contractor is encouraged to utilize the services of Small Business Enterprises, Disabled Veteran-Owned Business Enterprises, Minority-Owned Business Enterprises, Woman-Owned Business Enterprises, and Small Disadvantage Business Enterprises as Subcontractors and/or Suppliers for this Project. The Contractor may be required to survey and provide information on contracts and utilization of these services.

2. DEMOLITION.

All items that are removed and deemed reusable by the Owner shall remain the property of the University of Utah. The Project Manager will make arrangements for disposition. All locks and door hardware removed from the Project Site shall be salvaged and turned over to the University Facilities Key Shop for storage. All material not wanted by the University will become the property of the Contractor and will be removed from the Campus by the Contractor.

3. DIGGING PERMITS and COMMUNICATIONS MANHOLE ACCESS PERMITS.

(1) A Digging Permit shall be required for all underground digging including (but not limited to) installation of new utilities, repairs, relocations of existing utilities, foundations and footings, landscaping, and sprinkler work. Permits can be obtained from the Project Manager or the Utility Support Section of Campus Utility Services (Plant Operations), Building 350, telephone 581-8670. Digging without a Permit will make the Contractor liable to the University for correction of any deficiencies and/or resulting problems, including (but not limited to) health, safety, and financial problems. Submit requests for Permits **at least five (5) working days before digging begins**. All persons digging on campus must have a Digging Permit in their possession. General Contractors must provide copies of Digging Permits to their Subcontractors digging on Campus. Note that the University does not warrant the accuracy or completeness of Owner's utility maps and surveys. The University shall be held harmless for any and all property damage and/or injury to persons resulting from the Contractor's activities.

(2) A Permit will be required for access to communications system manholes. The Plant Operations Electronics Shop will operate as the approval agency for all Contractors or their Subcontractors who need access to communications system manholes. The Electronics Shop will issue Access Permits to the specific area per the individual requests. **Access to communications areas without an authorization Access Permit will not be allowed.** Permits will be issued as quickly as possible upon request by the Contractor to the University's Project Manager.

4. DRUG-FREE WORKPLACE.

It is the policy of the University that "...the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on University property is prohibited." Violations of this policy will result in disciplinary action, termination of contract, and possible legal consequences. All Contractors, Subcontractors, and their employees, while under contract with the University must abide by the terms of the above policy. Violators will have their Contract terminated, and the University will prosecute violators of this policy to the fullest extent possible.

5. HAZARDOUS CHEMICALS.

Under the Hazard Communication Standard, the University of Utah shall inform Contractors of hazardous chemicals their employees may be exposed to while working on this Project. Conversely, all Contractors shall inform the University of Utah of all hazardous chemicals the Contractor will bring on Campus that University of Utah employees may be exposed to. This exchange of information shall occur through the Campus Design & Construction Office and specifically through the Project Manager for this project.

6. INTEGRITY OF FIRE RATED PARTITIONS.

Unless specifically shown on the drawings, neither the Contractor nor any Subcontractor (or Sub-Subcontractor or Vendor) shall allow holes, cuts, or any other type of penetration in any floor slab, partition above the ceiling, or any otherwise concealed partition, without first notifying the Owner or the owner's representative of every such occurrence. The purpose of this notification is to enable the Owner to verify that each such penetration is properly sealed according to the requirements of current UBC and NFPA codes (as part of the Work of the Contractor) if required by the Owner. Prior to covering concealed locations, and prior to Substantial Completion, the Contractor shall be responsible to arrange an inspection with the Owner or owner's representative where personal inspection will verify that each such penetration is properly sealed.

7. SAFEGUARDS DURING CONSTRUCTION.

The Contractor is responsible for all Safeguards to Construction found in Chapter 33 of the International Building Code and Chapter 14 of the International Fire Code as these apply to the Project. A copy of these chapters may be obtained from the A/E, the University's Code Official, or the Owner's Designated Representative.

8. INTERIM LIFE SAFETY MEASURES (ISLM) *(Required for Hospital Clinic Construction.)*

The Contractor must observe the following interim life safety measures during construction of the project. The Owner must approve any variance or exception in writing.

- (1) All exits will provide free and unobstructed egress.
- (2) Free and unobstructed access to emergency departments, and for emergency forces will be maintained.
- (3) Fire alarm, detection, and suppression systems will not be impaired. In the event of disruption, alternative systems shall be provided which are satisfactory to the authority having jurisdiction.

(4) Temporary construction partitions will be smoke tight and built of non-combustible or limited combustible materials that will not contribute to the development or spread of a fire.

(5) The Contractor will provide appropriate additional fire fighting equipment (such as fire extinguishers) on the construction site.

(6) Smoking is prohibited in or adjacent to construction areas.

(7) The Contractor will develop and enforce storage, housekeeping, and egress removal practices that reduce the flammable and combustible fire load of the building to the lowest level necessary for daily operation.

(8) When structural or compartmentation features of fire safety are compromised, the Contractor will notify the Architect or Owner so that the Owner can develop alternate fire safety procedures.

9. KEYS.

(1) Should the Contractor require key(s), (as decided by the Project Manager) to provide access to the Project Site, the Project Manager shall arrange to obtain such key(s) for the Contractor.

(2) At the completion of the Project and before final payment is made, the Contractor shall return such key(s) to the Project Manager. Should he be unable to do so because of loss, theft, or for any reason, the cost of replacement key(s) and/or re-keying of any locks deemed necessary shall be deducted from the Contractor's final payment. Loss or theft of keys is to be reported to Campus Design & Construction and the Key Shop immediately.

(3) At the time of occupancy but before final payment is made, the Contractor shall deliver to the Project Manager all keys for new locks that have been installed as called for on the Bidding Documents.

10. NO SMOKING AREA.

In order to comply with the Utah State Clean Air Act, which prohibits smoking in public buildings and construction premises, a strict no smoking policy shall be enforced at any job site that is located within the confines of any University of Utah building, or within 25 feet of any building opening or entrance. This policy will apply to all prime Contractors, their employees and Subcontractors.

11. OPERATING and MAINTENANCE MANUALS.

Operating & Maintenance Manuals / Warranties & Guarantees are due from the Contractor on or before the date of the Substantial Completion Inspection. These are to be submitted separately. Submit three sets of each manual (formatted as described below) for the University (plus any additional sets required by DFCM for their projects). For both manuals, information is to be organized by discipline (architectural, mechanical, electrical, etc., and segregated within each manual). Note that architectural items and any special equipment, which would require University maintenance, are to include information describing paint color and material lists.

Written *Warranties and Guarantees* are to be submitted separately as a) paper originals bound in a binder clearly identified with the title warranties and guarantees, the project name, project number, Contractor's business name; and, b) electronically in *.pdf format.

Operating and Maintenance Manuals are to be submitted electronically in a self executable, searchable *.pdf format.

(1) These are to be submitted for approval to the A/E at or prior to the Substantial Completion inspection.

(2) All data and instruction sheets shall be marked to indicate the plan symbol, model, number, and options installed for each item of equipment furnished and installed. These data sheets shall either be reviewed and approved submittals or shall be accompanied by such.

(3) The serial numbers of each item of equipment installed are to be listed with the model numbers and plan symbols.

(4) Additionally, the following information is to be included:

(a) A table of contents.

(b) A complete parts list(s) and source of supply for each piece of equipment, marked with model, size, and plan symbol.

(c) A copy of the approved submittals for each piece of equipment.

(d) The balance report, where applicable.

(e) Performance curves and capacity data, marked with model & size and plan symbol.

(f) Wiring diagrams, marked with model and size and plan symbol.

(g) Contact lists for each item with complete contact information (addresses and phone numbers).

(5) The following information shall appear on the front cover of the CD submittal:

(a) "Operation and Maintenance Manual"

(b) Project Name (and volume number if more than one volume)

(c) Project number (seven digit University number)

(d) Building name, number, and street address

(e) "University of Utah"

(f) A/E's name

(g) Applicable Sub-A/E's name

(h) General Contractor's name

(i) Mechanical & Electrical Contractor's name

12. PARKING REGULATIONS.

Parking on the University of Utah Campus requires a permit and is based on a first-come / first-served basis. The following is a list of Contractor HangTag Permit types and costs. Note that the Owner reserves the right to changes prices at any time, but the following costs represent the current prices at time of printing.

PERMIT TYPE	DESIGNATED AREA	REFERENCE NOTE	PERMIT COST
E	Any E Lot	②	\$ 10 per Month
V	Any A, U, or E Lot, and meters <u>except</u> LOAD ZONE METERS	①③	\$ 25 per Month (Generally not used - restricted to the discretion of the University's Project Manager)
T	Any Terrace <u>except</u> North	④	\$ 40 per Month
R	Reserved Stall	---	\$ 77 per Month
M	Maintenance Stall	⑤	\$ 25 per Month
S	Staging Areas and large projects	⑥	No Charge
USA	Student Apartments	⑦	No Charge
VALIDATIONS	Any PayLot	⑧	\$ 50 per 100 Tickets
METER DAY PASS	Any meter <u>except</u> LOAD ZONE METERS	⑨	Prevailing Rate
MOTORCYCLE	motorcycle stall	⑩	Prevailing Rate

Reference Notes:

- ① "V" Permits may not be available for sale; and, the Owner reserves the right to recall these permits once sold. Availability will be determined at time of request. The majority of the work force will be limited to "E" Permits for perimeter parking lots, or directed to off-campus locations. The Contractor will be responsible to arrange special shuttle transportation from the perimeter or off-campus lots. Existing University shuttle service may be used.

Any requests for "V" Permits must be approved by two separate departments and will require **advance notice** to the Project Manager, prior approval from Commuter Services, and receipt of an authorization order before Permits can be sold.

- ② On large projects where several permits are required, the University will only allow the majority of workers "E" Permits for the University's perimeter lots or "S" Permits for staging areas within contract limits.
- ③ Elevator Repair Companies only. No other trade will be issued a "V" Permit.
- ④ North Terrace HangTags must be approved by either the Director of Commuter Services, the Assistant Director, or the Commuter Services Field Supervisor.
- ⑤ Maintenance Stall HangTags must be approved by the designated Commuter Services Field Supervisor. The Parking Lot Number or Area must be identified on the HangTag.
- ⑥ Issued for parking in the Job Site staging area within the contract limits. See Reference Notes (1) and (2) for information regarding parking outside the contract limits on large projects.

⑦ Arrange with University Student Apartments when parking approval is required in USA lots.

⑧ In Visitor PayLots:

- Contractors using the PayLot Validations should be aware that one validation ticket represents one hour of parking. Additional hours of parking require additional validation tickets; and, there is no daily limit placed on the number of validation tickets used.
- On large projects requiring several workmen, Contractors are encouraged to direct their workmen to park in the University's perimeter parking lots (with proper permits) rather than overload a PayLot.
- On projects where a motorized contractor gate is authorized for parking access, a gate opener will be issued by Commuter Services as needed to designated supervisors of the project. Vehicles using the contractor gate must park inside the construction area only. Any vehicle found using the gate to park in the PayLot will be impounded, towed, and stored at the owner's expense.

⑨ Meter day passes are valid for only one day at a time. If multiple days are required, the issuing office will modify the hang tag accordingly, and the requestor will be charged for the number of days desired.

⑩ Standard motorcycle permits will be issued when requested.

(1) Contractors using University parking facilities must observe the following rules:

(a) HangTags are valid only in the areas listed above.

(b) Fire lanes, red curbs, maintenance stalls, disabled parking stalls, or any other space designated as reserved or no parking shall not be used for parking of construction vehicles unless specifically authorized by the Commuter Services Field Supervisor.

(c) Construction vehicles may not park on University landscaped areas or sidewalks unless within the established construction perimeter. Sidewalk parking or driving must be authorized by the University Department of Plant Operations. Authorization may be obtained from the Project Manager and will be a letter or HangTag issued by Plant Operations. The letter or HangTag will state applicable restrictions and will be placed on the vehicle's dashboard or interior mirror, fully visible through the windshield at all times.

(d) Free 20 minute loading zone meters are located throughout the Campus and may be used by Suppliers delivering materials to the job site. Maximum time is 20 minutes.

(e) Contractors with valid Contractor Parking Permits are allowed to park in the parking lot located directly south of the University Services Building, Building 350 (serving Campus Design & Construction and Plant Operations). Contractors may park in any stall (except disabled or regular visitor pay meters) as long as a valid Contractor Parking Permit is displayed. Contractors are allowed the use of this lot only for the business of coordinating their work with Campus Design & Construction and/or Plant Operations.

(f) Payment for parking permits will be made by the General Contractor.

13. REQUEST FOR UTILITY CONNECTION/SHUT-DOWN PERMIT.

A Request for Shutdown shall be required whenever connections are made to any utility line, including electric power and communication lines; gas, water, distilled water, steam and high-temperature water lines; and sanitary sewers or storm sewers. Utility shutdown request forms can be obtained from the Project Manager or the Utility Support Section of Campus Utility Services (Plant Operations), Building 350, telephone 581-8670. Connections to any utility without an approved Request will make the Contractor liable to the University for correction of any deficiencies and/or resulting problems, including (but not limited to) health, safety, and financial problems. The applicant shall notify the Project Manager at completion of work related to the Request for University inspection and approval. **The Contractor shall request permission at least 72 hours prior to the day of any utility shut-down (longer lead time will be required for large utility grids, scientific experiment disruption, and other special cases).** All utility shut-downs are subject to approval by Campus Design & Construction, Plant Operations, and the departments occupying the building.

14. SEXUAL HARASSMENT.

Sexual harassment of any kind is taken very seriously at the University. All Contractors will be held responsible for the actions of their employees and Subcontractors while working on University property. Any Contractor, Subcontractor, or employee thereof participating in verbal or other sexual intimidation of any kind toward any other individual or group (e.g., making "catcalls") shall be held in violation of Federal Law, Title VII, Section 703 (sexual harassment) and will be prosecuted to the fullest extent possible. University sanctions of convicted violators may include, but not be limited to, termination of Contract.

15. SITE LIGHTING.

New and existing site lighting along walkways and around the perimeter of the construction site shall be operational for all hours of darkness during extent of construction. Upon notification of lighting failure, the contractor shall respond and initiate repair of the failed system within four hours of notification. If the response time exceeds four hours, the University reserves the right to repair the system and the contractor will then be responsible for the repair costs.

16. TAX EXEMPTION.

Do not include Utah State Sales and Use Tax on materials purchased for the Work, and do not include this tax on materials for proposed changes or invoices. The University of Utah is exempt from Federal Excise Taxes and Utah Sales and Use Taxes. The Contractor is responsible for complying with all Utah State Sales and Use Tax exemption requirements. The Contractor is responsible for payment of all Utah State Sales and Use Tax obligations that arise from the Contractor's failure to comply with exemption requirements.

*The Utah State Tax Commission Exemption Certificate (Number N21318)
is provided on the following page.*

17. WAGE MINIMUMS (WHEN THE DAVIS-BACON ACT IS APPLICABLE).

If this project is applicable to the Davis-Bacon Act, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor (the current determination as of the date and time Bids are due). In addition, the Contractor is required to


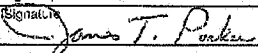
pay wages no less than once a week and comply with all procedural requirements of the act. All subcontractors are likewise required to comply with these provisions.

18. WATER USE ON CAMPUS.

Water use by the Contractor at the construction site must comply with IPC Code Section 608 to protect the public drinking water supplies from contamination and pollution. Common violations include placing the discharge end of a hose directly into storm drain or sanitary sewer systems, water tanks or storage vessels, ditches, and swimming pools. This is termed a "cross connection" and is strictly prohibited. An adequate approved air gap and or backflow protection must be used. Note that an "air gap" is defined as a physical separation between the free flowing discharge end of a hose or pipe and the overflow rim of an open or non-pressure receiving vessel or system, twice the diameter of the incoming supply hose or pipe but no less than 1".

(1) Fire hydrant connections are to occur within the construction site after obtaining permission from the Project Manager, and must be protected with an approved air gap or approved (currently tested) backflow assembly in accordance with Table 608.1 in the IPC Code. No water meter is required.

(2) If water trucks or tanks must be filled outside the construction area, the water station between Buildings 306 and 309 may be used. Fire hydrants on Campus may only be used with permission.

		Utah State Tax Commission Exemption Certificate (Sales, Use, Tourism and Motor Vehicle Rental Tax)		TC-721 Rev. 10/03
Name of business or institution claiming exemption (purchaser) University of Utah			Telephone Number 801-581-7241	
Street Address Purchasing Department, 1901 E South Campus Drive, #151		City Salt Lake City		State UT
Authorized Signature 		Name (please print) James T. Parker		Zip Code 84112
Name of Vendor or Supplier:			Title Director of Purchasing	
Name of Vendor or Supplier:			Date	

The person signing this certificate MUST check the applicable box showing the basis for which the exemption is being claimed. Questions should be directed (preferably in writing) to Taxpayer Services, Utah State Tax Commission, 210 N 1950 W, SLC Utah 84134. Telephone (801) 297-2206, or toll free 1-800-662-4335.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
 Keep it with your records in case of an audit.

Sales tax account numbers with an "H" prefix are not to be used for tax-free purchases for resale.

☒ **CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR RELIGIOUS AND CHARITABLE ORGANIZATIONS**

I certify the construction materials purchased are purchased on behalf of a public elementary or secondary school or religious or charitable organization. I further certify the purchased construction materials will be installed or converted into real property owned by the school or religious or charitable organization.

Name of school or religious or charitable organization: University of Utah

Name of project: _____

Sales Tax License No. N21318

To be valid this certificate must be filled in completely, including a check mark in the proper box.
 Please sign, date and, if applicable, include your license or exemption number.

NOTE TO VENDOR: Keep this certificate on file since it must be available for audit review.

NOTE TO PURCHASER: Keep a copy of this certificate for your records. You are responsible to notify the vendor of cancellation, modification, or limitation of the exemption you have claimed.

If you need an accommodation under the Americans with Disabilities Act, contact the Tax Commission at (801) 297-8811 or TDD (801) 297-2020. Please allow three working days for a response.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
 Keep it with your records in case of an audit.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work by Owner.
 - 4. Future work.
 - 5. Access to site.
 - 6. Work restrictions.
 - 7. Specification and drawing conventions.
- B. Related Section:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: University of Utah College of Nursing Renovation
 - 1. Project Numbers:
 - a. GSBS Architects: 2008.071
 - b. DFCM: 07260750
 - 2. Project Location: University of Utah Health Sciences Campus.
 - a. Address: University of Utah College of Nursing
10 South 2000 East, Salt Lake City, UT 84112-5880
- B. Owner: State of Utah, Division of Facilities Construction & Management (DFCM)
4110 State Office Building, Salt Lake City, Utah 84114
 - 1. Owner's Representative:

SUMMARY

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- a. DFCM: Bill Bowen, Capital Development Program Director
State of Utah, Division of Facilities Construction & Management
4110 State Office Building, Salt Lake City, Utah 84114
 - b. University of Utah: Kristin Hill, Construction Manager
Campus Design & Construction
V Randall Turpin University Services Building
1795 East South Campus Drive Room 201
Salt Lake City, UT 84112
- C. Architect: GSBS Architects
375 West 200 South
Salt Lake City, UT 84105
- D. Other Owner Consultants: The Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:
- 1. Hazardous Materials Consultant: IHI Environmental
640 East Wilmington Avenue
Salt Lake City, UT 84106
- E. Construction Manager: Jacobsen Construction,
3131 West 2210 South
Salt Lake City, Utah 84119.
- 1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner and Contractor, according to a separate contract between Owner and Construction Manager.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
- 1. Non-structural demolition and hazardous materials abatement of portions of existing College of Nursing building on the Health Sciences Campus of the University of Utah. Subsequent phases of work include seismic retrofit and renovation of existing building. Project size is approximately 106,000 GSF.
- B. Type of Contract
- 1. Work will be completed under a single prime contract.

1.5 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.
 - 1. Removal of items identified on the drawings.

1.6 WORK UNDER SEPARATE CONTRACTS

- A. Subsequent Work: Owner has awarded separate contract(s) for the following additional work to be performed at site following Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.
 - 1. Jacobson Construction for Seismic Retrofit and Renovation.

1.7 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to areas defined on the drawings.
 - 2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

SUMMARY

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1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated. Refer to University of Utah Supplemental General Conditions:
 1. Notify Owner not less than three days in advance of proposed utility interruptions. Time to commence once Owner's shops personnel are notified.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted within the building or within **25 feet (8 m)** of entrances, operable windows, or outdoor air intakes.
- E. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements regarding drug screening of Contractor personnel working on the Project site.
 1. Maintain list of approved screened personnel with Owner's Representative.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Recycling of Non-Hazardous Material.

1. Alternate: Provide price for recycling of non-hazardous demolition materials **as specified in Division 01 Section "Construction Waste Management and Disposal.**

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions." form included in the Project Manual.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use form provided by Owner.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on Owner's standard form. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

CONTRACT MODIFICATION PROCEDURES

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- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
 - 3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.
 - 4. Division 01 Section "Sustainable Design Requirements" for administrative requirements governing submittal of cost breakdown information required for LEED documentation.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for LEED documentation and other project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the 10th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use Owner's standard form as form for Applications for Payment.

PAYMENT PROCEDURES

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- E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in the Project Manual.
- F. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- I. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
- M. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete. Refer to General Conditions Article "Payment and Completion" for requirements for payment upon Substantial Completion.

- N. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted. Refer to General Conditions Article "Payment and Completion" for requirements for final payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
- B. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Preinstallation conferences.
 6. Project closeout activities.
 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days prior to start of construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect and Construction Manager.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 17 days of receipt of the RFI response.
- E. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect and Construction Manager.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's and Construction Manager's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within five days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and

- other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Sustainable design requirements.
 - m. Preparation of record documents.
 - n. Use of the premises and existing building.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, Construction Manager of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.

- d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Construction Manager will schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing sustainable design documentation.

- e. Requirements for preparing operations and maintenance data.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Installation of Owner's furniture, fixtures, and equipment.
 - m. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.

- 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.

- 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Start-up construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Field condition reports.
 - 6. Special reports.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
 - 2. Two paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Material Location Reports: Submit at weekly intervals.

- F. Field Condition Reports: Submit at time of discovery of differing conditions.
- G. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including phasing, work stages, area separations, and interim milestones.
 - 4. Review delivery dates for Owner-furnished products.
 - 5. Review schedule for work of Owner's separate contracts.
 - 6. Review time required for review of submittals and resubmittals.
 - 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 8. Review time required for completion and startup procedures.
 - 9. Review and finalize list of construction activities to be included in schedule.
 - 10. Review submittal requirements and procedures.
 - 11. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

- B. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
 - 1. Refer to General Conditions paragraph "Time and Contractor's Construction Schedule" for scheduling software approved by the Owner.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. Initial CPM Schedule: Submit initial CPM construction schedule covering the first 90 days of the Work with a general CPM schedule for the entire project. Refer to General Conditions paragraph "Time and Contractor's Construction Schedule."
- B. CPM Schedule: Prepare and update Contractor's Construction Schedule using a computerized, time-scaled CPM network analysis diagram for the Work. Refer to General Conditions paragraph "Time and Contractor's Construction Schedule."

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within three day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating, Changes, Modifications, and Recovery: Refer to General Conditions paragraph "Time and Contractor's Construction Schedule."

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final completion construction photographs.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
 - 2. Division 01 Section "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
 - 3. Division 02 Section "Selective Structure Demolition" for photographic documentation before selective demolition operations commence.

1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
 - 2. Format: Minimum 1600 by 1200 pixels, 400 dpi minimum, in unaltered original files, with same aspect ratio as the sensor, uncropped, date- and time- stamped, in folder named by date of photograph, accompanied by key plan file.
 - 3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.
 - d. Name of Contractor.

- e. Date photograph was taken.
- f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- g. Unique sequential identifier keyed to accompanying key plan.

1.4 COORDINATION

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs.

1.5 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 1600 by 1200 pixels and 400 dpi.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Contractor to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

- D. Preconstruction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
1. Flag construction limits before taking construction photographs.
 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
 3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- E. Periodic Construction Photographs: Take 20 photographs weekly, with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.
1. Do not include date stamp.
- G. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.
1. Three days' notice will be given, where feasible.
 2. In emergency situations, take additional photographs within 24 hours of request.
 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 days for initial review of each submittal. Refer to General Conditions Paragraph "A/E Review of Contractor's Submittals."
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: If resubmittal review is necessary, process in same manner as initial submittal.
 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Identify deviations from the Contract Documents on submittals.
- F. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

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- G. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Submit Product Data in the following format:
 - a. Five paper copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.

SUBMITTAL PROCEDURES

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- c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field installed wiring.
2. Submit Shop Drawings in the following format:
- a. Five opaque copies of each submittal. Architect will return minimum of 2 copies, mark-up and retain one returned copy as a Project Record Copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain One Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. Three paper copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.

4. Submit subcontract list in the following format:
 - a. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
- J. LEED Submittals: Comply with requirements specified in Division 01 Section "Sustainable Design Requirements."
 1. Submit LEED submittals in the following format:
 - a. Three paper copies of LEED submittals, unless otherwise indicated.
- K. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- U. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Z. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies of

certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SUBMITTAL PROCEDURES

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ADDITIONAL LANGUAGE

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Dimensions.
- b. Identification of products.
- c. Fabrication and installation drawings.
- d. Roughing-in and setting diagrams.
- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shopwork manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Design calculations.
- j. Compliance with specified standards.
- k. Notation of coordination requirements.
- l. Notation of dimensions established by field measurement.
- m. Relationship to adjoining construction clearly indicated.
- n. Seal and signature of professional engineer if specified.
- o. Wiring Diagrams: Differentiate between manufacturer-installed and fieldinstalled wiring.

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 02 through 49 Sections for specific test and inspection requirements.
 - 3. Refer to Hazardous Materials Report for all testing and inspection requirements related to hazardous materials.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and

completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five Insert number previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
 - 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.

9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.

5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed, unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

QUALITY REQUIREMENTS

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1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

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bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage

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provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.

1. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
1. Locations of dust-control partitions at each phase of the work.
 2. HVAC system isolation schematic drawing.
 3. Location of proposed air filtration system discharge.
 4. Other dust-control measures.
 5. Waste management plan.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD

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line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.

- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.
- D. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 12 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- square tack and marker boards.
 - 3. Drinking water.
 - 4. Coffee machine and supplies.
 - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

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PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- F. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

TEMPORARY FACILITIES AND CONTROLS

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- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.
- J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one minimum telephone line(s) for each field office.
 - 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine in each field office.
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
 - 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.

- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- J. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- K. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
1. Extent of Fence: As indicated on Drawings.

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2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
 - H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
 - I. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
 - J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
 - K. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration as specified by Hazardous Materials Consultant and stated by governing regulations. Refer to "Asbestos and Lead Abatement Specifications" as provided by Owner for further information.
 - L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Maintain existing standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 1. Protect porous materials from water damage.

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2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard, replace or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use permanent HVAC system to control humidity.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record daily readings over a forty-eight hour period. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Sections:
 - 1. Division 01 Section "Temporary Facilities and Controls" for temporary site fencing.

1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches above the ground for trees up to, and including, 4-inch size; and 12 inches above the ground for trees larger than 4-inch size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of the following:
 - 1. Organic Mulch: 1-pint volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
 - 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
 - 3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

- C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - 2. Location on site plan. Include unique identifier for each.
 - 3. Reason for pruning.
 - 4. Description of pruning to be performed.
 - 5. Description of maintenance following pruning.
- D. Qualification Data: For qualified arborist and tree service firm.
- E. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- F. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- G. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.5 QUALITY ASSURANCE

- A. Arborist Qualifications: Licensed arborist in jurisdiction where Project is located.
- B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- C. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
 - a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
 - b. Enforcing requirements for protection zones.
 - c. Arborist's responsibilities.
 - d. Field quality control.

1.6 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Excavation or other digging unless otherwise indicated.
 - 6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - 1. Type: Wood and bark chips.
 - 2. Size Range: 3 inches maximum, 1/2 inch minimum.
 - 3. Color: Natural.
- B. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements. Previously used materials may be used when approved by Architect.
 - 1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch- diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- OD line posts, and 2-7/8-inch- OD corner and pull posts; with 1-5/8-inch- OD top rails and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
 - a. Height: 4 feet.
 - 2. Plywood Protection-Zone Fencing: Plywood framed with four 2-by-4-inch rails, with 4-by-4-inch preservative-treated wood posts spaced not more than 8 feet apart.
 - a. Height: 4 feet.
 - b. Plywood: 3/8-inch utility grade.
 - 3. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and

weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet apart.

- a. Height: 4 feet.
 - b. Color: High-visibility orange, nonfading.
4. Gates: Single swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 36 inches.
- C. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
1. Size and Text: 8" x 10" signage.
 2. Lettering: 3-inch- high minimum, black characters on white background.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inch blue-vinyl tape around each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.
 1. Apply 4-inch average thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.

3.3 TREE- AND PLANT-PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 - 1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
 - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
 - 3. Access Gates: Install as required for access; adjust to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 35 feet on protection-zone fencing, but no fewer than four signs with each facing a different direction.
- C. Maintain protection zones free of weeds and trash.
- D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
- E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Division 31 Section "Earth Moving."
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.

3.5 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots. Cut roots over 2" in diameter manually.
 - 2. Cut Ends: Do not paint cut root ends.
 - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 4. Cover exposed roots with burlap and water regularly.
 - 5. Backfill as soon as possible according to requirements in Division 31 Section "Earth Moving."
- B. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
 - 1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
 - 2. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
 - a. Type of Pruning: Raising.
 - 3. Cut branches with sharp pruning instruments; do not break or chop.
 - 4. Do not apply pruning paint to wounds.

3.7 REGRADING

- A. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
 - 1. Submit details of proposed root cutting and tree and shrub repairs.
 - 2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 - 3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 - 4. Perform repairs within 24 hours.
 - 5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than 66 percent dead or in an unhealthy condition or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
 - 1. Provide new trees of same size and species as those being replaced for each tree that measures 6 inches or smaller in caliper size.
 - 2. Provide two new tree(s) of 6-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
 - a. Species: Species selected by Architect.
 - 3. Plant and maintain new trees as specified in Division 32 Section "Plants."
- C. Soil Aeration: Where directed by Architect, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch-diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 015639

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 2. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 2. Operational Elements: In areas to remain, do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Conveying systems.
 - i. Electrical wiring systems.
 - j. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Equipment supports.
 - d. Piping, ductwork, vessels, and equipment.
 - e. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during demolition or cutting and patching operations, by methods and with materials so as not to void existing warranties.

EXECUTION

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, utilize products for patching that comply with requirements of Division 01 Section "Sustainable Design Requirements."
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and

electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.2 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.3 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Exposed Surfaces in Existing Areas to Remain: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- G. Clean and protect existing construction to remain and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration.
- H. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 017300

EXECUTION

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SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition waste.
 - 2. Recycling nonhazardous demolition waste.
 - 3. Disposing of nonhazardous demolition waste.
- B. Related Sections:
 - 1. Division 02 Section "Selective Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Demolition Waste:

- a. Concrete.
- b. Concrete reinforcing steel.
- c. Brick.
- d. Concrete masonry units.
- e. Wood studs.
- f. Plywood and oriented strand board.
- g. Wood paneling.
- h. Wood trim.
- i. Structural and miscellaneous steel.
- j. Rough hardware.
- k. Doors and frames.
- l. Door hardware.
- m. Windows.
- n. Glazing.
- o. Metal studs.
- p. Gypsum board.
- q. Acoustical tile and panels.
- r. Carpet.
- s. Carpet pad.
- t. Demountable partitions.
- u. Equipment.
- v. Cabinets.
- w. Plumbing fixtures.
- x. Piping.
- y. Supports and hangers.
- z. Valves.
- aa. Sprinklers.
- bb. Mechanical equipment.
- cc. Refrigerants.
- dd. Electrical conduit.
- ee. Copper wiring.
- ff. Lighting fixtures.
- gg. Lamps.
- hh. Ballasts.
- ii. Electrical devices.
- jj. Switchgear and panelboards.
- kk. Transformers.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of date established for the Notice of Award.

1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Form CWM-8 for demolition waste. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. LEED Submittal: LEED letter template for Credit MR 2.1, signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- H. Qualification Data: For waste management coordinator and refrigerant recovery technician.
- I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.7 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of Projects with similar requirements, that employs a LEED Accredited Professional, certified by USGBC, as waste management coordinator. Waste management coordinator may also serve as LEED coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition waste generated by the Work. Use Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-4 for demolition waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-6 for demolition waste. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to everyone concerned within three days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Sale: Not permitted on Project site.
- B. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- C. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- D. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- E. Lighting Fixtures: Separate lamps by type and protect from breakage.
- F. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and package and store.
- G. Carpet Tile: Stack complete tiles after removing debris, trash and adhesive.
- H. Ceiling Tile: Stack uncut, undamaged tile in clean dry location.

3.3 RECYCLING DEMOLITION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.

- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Carpet: Remove carpet prior to abatement activities. Roll large pieces tightly after removing debris, trash, adhesive, and tack strips. This applies only to carpet NOT contaminated by hazardous materials.
 - 1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

3.5 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

3.6 ATTACHMENTS

- A. Form CWM-2 for demolition waste identification.
- B. Form CWM-4 for demolition waste reduction work plan.
- C. Form CWM-6 cost/revenue analysis of demolition waste reduction work plan.
- D. Form CWM-8 for demolition waste.

END OF SECTION 017419

FORM CWM-2: DEMOLITION WASTE IDENTIFICATION

MATERIAL DESCRIPTION	EST. QUANTITY	EST. VOLUME CY (CM)	EST. WEIGHT TONS (TONNES)	REMARKS AND ASSUMPTIONS
Asphaltic Concrete Paving				
Concrete				
Brick				
CMU				
Lumber				
Plywood and OSB				
Wood Paneling				
Wood Trim				
Miscellaneous Metals				
Structural Steel				
Rough Hardware				
Insulation				
Roofing				
Doors and Frames				
Door Hardware				
Windows				
Glazing				
Acoustical Tile				
Carpet				
Carpet Pad				
Demountable Partitions				
Equipment				
Cabinets				
Plumbing Fixtures				
Piping				
Piping Supports and Hangers				
Valves				
Sprinklers				
Mechanical Equipment				
Electrical Conduit				
Copper Wiring				
Light Fixtures				
Lamps				
Lighting Ballasts				
Electrical Devices				
Switchgear and Panelboards				
Transformers				
Other:				

CONSTRUCTION WASTE MANAGEMENT

0174190- E1

**2008.071.00 – UNIVERSITY OF UTAH COLLEGE OF NURSING
 BID PACKAGE #1 NON-STRUCTURAL DEMOLITION**

FORM CWM-4: DEMOLITION WASTE REDUCTION WORK PLAN						
MATERIAL CATEGORY	GENERATION POINT	TOTAL EST. QUANTITY OF WASTE TONS (TONNES)	DISPOSAL METHOD AND QUANTITY			HANDLING AND TRANSPORTION PROCEDURES
			EST. AMOUNT SALVAGED TONS (TONNES)	EST. AMOUNT RECYCLED TONS (TONNES)	EST. AMOUNT DISPOSED TO LANDFILL TONS (TONNES)	
Asphaltic Concrete Paving						
Concrete						
Brick						
CMU						
Lumber						
Plywood and OSB						
Wood Paneling						
Wood Trim						
Miscellaneous Metals						
Structural Steel						
Rough Hardware						
Insulation						
Roofing						
Doors and Frames						
Door Hardware						
Windows						
Glazing						
Acoustical Tile						
Carpet						
Carpet Pad						
Demountable Partitions						
Equipment						
Cabinets						
Plumbing Fixtures						
Piping						
Supports and Hangers						
Valves						
Sprinklers						
Mechanical Equipment						
Electrical Conduit						
Copper Wiring						
Light Fixtures						
Lamps						
Lighting Ballasts						
Electrical Devices						
Switchgear and Panelboards						
Transformers						
Other:						

FORM CWM-6: COST/REVENUE ANALYSIS OF DEMOLITION WASTE REDUCTION WORK PLAN								
MATERIALS	TOTAL QUANTITY OF MATERIALS (VOL. OR WEIGHT) (A)	EST. COST OF DISPOSAL (B)	TOTAL EST. COST OF DISPOSAL (C = A x B)	REVENUE FROM SALVAGED MATERIALS (D)	REVENUE FROM RECYCLED MATERIALS (E)	LANDFILL TIPPING FEES AVOIDED (F)	HANDLING AND TRANSPORTATION COSTS AVOIDED (G)	NET COST SAVINGS OF WORK PLAN (H = D+E+F+G)
Asphaltic Concrete Paving								
Concrete								
Brick								
CMU								
Lumber								
Plywood and OSB								
Wood Paneling								
Wood Trim								
Miscellaneous Metals								
Structural Steel								
Rough Hardware								
Insulation								
Roofing								
Doors and Frames								
Door Hardware								
Windows								
Glazing								
Acoustical Tile								
Carpet								
Carpet Pad								
Demountable Partitions								
Equipment								
Cabinets								
Plumbing Fixtures								
Piping								
Supports and Hangers								
Valves								
Sprinklers								
Mech. Equipment								
Electrical Conduit								
Copper Wiring								
Light Fixtures								
Lamps								
Lighting Ballasts								
Electrical Devices								
Switchgear and Panelboards								
Transformers								
Other:								

FORM CWM-8: DEMOLITION WASTE REDUCTION PROGRESS REPORT								
MATERIAL CATEGORY	GENERATION POINT	TOTAL QUANTITY OF WASTE TONS (TONNES) (A)	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL QUANTITY OF WASTE RECOVERED TONS (TONNES) (D = B + C)	TOTAL QUANTITY OF WASTE RECOVERED % (D / A x 100)
			ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (B)	ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (C)		
Asphaltic Concrete Paving								
Concrete								
Brick								
CMU								
Lumber								
Plywood and OSB								
Wood Paneling								
Wood Trim								
Miscellaneous Metals								
Structural Steel								
Rough Hardware								
Insulation								
Roofing								
Doors and Frames								
Door Hardware								
Windows								
Glazing								
Acoustical Tile								
Carpet								
Carpet Pad								
Demountable Partitions								
Equipment								
Cabinets								
Plumbing Fixtures								
Piping								
Supports and Hangers								
Valves								
Sprinklers								
Mechanical Equipment								
Electrical Conduit								
Copper Wiring								
Light Fixtures								
Lamps								
Lighting Ballasts								
Electrical Devices								
Switchgear and Panelboards								
Transformers								
Other:								

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Refer to General Conditions paragraph "Payment Upon Substantial Completion" for conditions related to Substantial Completion Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases, including complete Hazardous Materials air sample reports confirming that all hazardous materials have been removed from the building. Refer to "ASBESTOS AND LEAD ABATEMENT SPECIFICATIONS for additional information."
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

CLOSEOUT PROCEDURES

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6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Complete final cleaning requirements.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from highest floor to lowest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:

- a. Three paper copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch (215-by-280-mm)** paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

CLOSEOUT PROCEDURES

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- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Remove snow and ice to provide safe access to building.
- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
- r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and

defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

- s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

END OF SECTION 017700

SECTION 018113 - SUSTAINABLE DESIGN REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general requirements and procedures for compliance with certain USGBC LEED prerequisites and credits needed for Project to obtain LEED –Certified or Silver certification based on LEED-NC, Version 2.2.
 - 1. Other LEED prerequisites and credits needed to obtain LEED certification depend on material selections and may not be specifically identified as LEED requirements. Compliance with requirements needed to obtain LEED prerequisites and credits may be used as one criterion to evaluate substitution requests and comparable product requests.
 - 2. Additional LEED prerequisites and credits needed to obtain the indicated LEED certification depend on Architect's design and other aspects of Project that are not part of the Work of the Contract.
- B. Related Sections:
 - 1. Divisions 01 through 33 Sections for LEED requirements specific to the work of each of these Sections. Requirements may or may not include reference to LEED.

1.3 DEFINITIONS

- A. Chain-of-Custody Certificates: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-FSC-accredited certification body.
- B. LEED: Leadership in Energy & Environmental Design.
- C. Regional Materials: Materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site. If only a fraction of a product or material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value.

- D. Recycled Content: The recycled content value of a material assembly shall be determined by weight. The recycled fraction of the assembly is then multiplied by the cost of assembly to determine the recycled content value.
 - 1. "Post-consumer" material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.
 - 2. "Pre-consumer" material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind, or scrap generated in a process and capable of being reclaimed within the same process that generated it.

1.4 SUBMITTALS

- A. General: Submit additional LEED submittals required by other Specification Sections.
- B. LEED submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated LEED requirements.
- C. LEED Action Plans: Provide preliminary submittals within 30 days of date established for the Notice of Award indicating how the following requirements will be met:
 - 1. Credit MR 2.1: Waste management plan complying with Division 01 Section "Construction Waste Management and Disposal."
- D. LEED Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with LEED action plans for the following:
 - 1. Credit MR 2.1: Waste reduction progress reports complying with Division 01 Section "Construction Waste Management and Disposal."
- E. LEED Documentation Submittals:
 - 1. Credit MR 2.1: Comply with Division 01 Section "Construction Waste Management and Disposal."

1.5 QUALITY ASSURANCE

- A. LEED Coordinator: Engage an experienced LEED-Accredited Professional to coordinate LEED requirements. LEED coordinator may also serve as waste management coordinator.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 REFRIGERANT REMOVAL

- A. Prerequisite EA 3: Remove CFC-based refrigerants from existing HVAC&R equipment indicated to remain and replace with refrigerants that are not CFC based. Replace or adjust existing equipment to accommodate new refrigerant as described in Division 23 Sections.

3.2 CONSTRUCTION WASTE MANAGEMENT

- A. Credit MR 2.1: Comply with Division 01 Section "Construction Waste Management and Disposal."

END OF SECTION 018113

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for use of premises and Owner-occupancy requirements.
 - 2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 01 Section "Cutting and Patching" for cutting and patching procedures.
 - 4. Division 01 Section "Construction Waste Management and Disposal" for disposal of demolished materials.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

1.4 SUBMITTALS

- A. Qualification Data: For demolition firm.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Locations of proposed dust- and noise-control temporary partitions and means of egress.
 - 6. Means of protection for items to remain and items in path of waste removal from building.

- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
 - 1. Comply with submittal requirements in Division 01 Section "Construction Waste Management and Disposal."

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. LEED Requirements for Building Reuse:
 - 1. Credit MR 1.1: Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.6 PROJECT CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. Items identified on the drawings.

- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: Hazardous materials are present in construction to be selectively demolished. A report on the presence of hazardous materials is to be included with demolition documents.
 - 1. Refer to hazardous material remediation specification.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

SELECTIVE STRUCTURE DEMOLITION

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1. Comply with requirements specified in Division 01 Section "Photographic Documentation."
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
1. Building Structure and Shell: 75 percent.
- C. Removed and Salvaged Items:

SELECTIVE STRUCTURE DEMOLITION

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1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- B. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
 1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.
- C. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

**ASBESTOS & LEAD ABATEMENT SPECIFICATIONS
FOR
UNIVERSITY OF UTAH – COLLEGE OF NURSING
PRE-RENOVATION ABATEMENT**

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October 20, 2008

ASBESTOS ABATEMENT SPECIFICATIONS

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UNIT COST SHEETS

ASBESTOS REMOVAL SPECIFICATIONS

PART 1 — ASBESTOS ABATEMENT - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The specific materials that are to be removed are identified on the following pages and will be discussed at the site meeting as was outlined in the DFCM RFP document. **Attendance at this meeting is mandatory for all Bidders.**
- B. **Note that all quantities and sizes discussed herein are only approximations and are not intended to be considered exact for bid purposes. It is the responsibility of all Bidders to determine the exact quantities and sizes of materials involved and the associated removal costs by inspecting the work site.**
- C. **The Abatement Contractor must provide a copy of a detailed work plan at least five working days before any work will be allowed to start.** The work must be coordinated and approved by Owner so as not to disrupt ongoing construction activities. Deviations from the work plan must be approved by the project IHC and/or Owner prior to the proposed change.
- D. The Abatement Contractor shall provide sufficient numbers of trained and certified personnel to complete the project in an efficient and timely manner. The Abatement Contractor must maintain consistent supervision of his work force for the duration of the project. The Owner must approve any changes in the Abatement Contractor's on-site supervisory staff.
- E. Storage of equipment, supplies, waste containers, and vehicles outside the building must be approved by Owner.
- F. All electricity to the abatement area must be turned off and locked out, if possible. Lighting and electrical power must be drawn through GFCI breakers from other parts of the building. A state-licensed electrical contractor may need to be employed for all electrical tie-ins and should be consulted before turning off any breakers. All electrical power cords must be kept dry and off the floor. Temporary lighting must be provided by the Abatement Contractor.
- G. Abatement Contractor will be allowed use of the elevators in the building provided that they are protected from damage. This will require pads to be installed within each elevator compartment and coverage of the metal panels outside the door on each floor with a suitable protection layer to accomplish this task.

- H. A Substantial Completion walk-through will be held at the completion of the asbestos abatement portion of the project. At this time, the Abatement Contractor will be given a punch list of items that may need to be fixed or corrected before the projects can be declared complete.
- I. Abatement Contractor shall provide unit costs for the removal of ACMs that may be encountered outside of the Scope of Work for this project. A unit cost form appears at the end of this set of specifications.

1.02 SCOPE OF WORK

- A. The Abatement Contractor shall furnish all labor, materials, facilities, equipment, services, employee training and testing, permits and agreements required to safely remove asbestos in the areas identified under Paragraph B of this Section. The Abatement Contractor shall provide sufficient labor to ensure that all work is completed in a timely manner. Work shall be performed in accordance with these specifications, applicable EPA, OSHA, NIOSH, and Utah OSHA (UOSH) regulations, and any other applicable State or local regulations. Whenever there is a conflict or overlap, the most stringent regulation applies.
- B. **BASE BID: Removal of the following materials from the facility:**

THERMAL SYSTEM INSULATION

- 1. Abatement Contractor shall access and remove the pipe fitting insulation from the piping system in the basement mechanical room. The insulation mud (covered with canvas cloth) was tested and found to contain 3% Chrysotile asbestos, and is considered friable. Pipe fitting insulation is of varying diameters (mostly 3"-6") and is associated with the domestic water, chilled water and heating supply plumbing systems. Fitting insulation is in good condition in most areas. There are approximately **200 pipe fittings** to be removed. Pipe fitting insulation and any associated debris shall be handled and disposed as friable, asbestos-containing material (ACM) waste.
- 2. Abatement Contractor shall access and remove the pipe insulation from the north and south sections of the basement mechanical room. The pre-formed insulation was tested and found to contain 15% Chrysotile asbestos, and is approximately 6" in diameter. There is approximately **200 linear feet** of this material to be removed. Pipe insulation and any associated debris shall be handled and disposed as friable, asbestos-containing material (ACM) waste.
- 3. Abatement Contractor shall access and perform exploratory demolition of the plaster ceilings in the restroom and janitorial closet areas in an effort to find and remove the pipe fitting insulation that is anticipated to be there. The plaster was tested and found to contain no detectable asbestos. The pipe fitting insulation (wrapped in canvas cloth on Fiberglas® runs) was tested in areas accessible and found to contain 1.5-3% Chrysotile asbestos. There are

approximately **150 fittings** expected to be found. Pipe fitting insulation removed and any associated debris shall be handled and disposed as friable, ACM waste.

4. Abatement Contractor shall access and remove the tank insulation jacket from the northern section of the basement mechanical room. The insulation was tested and determined to contain 15% Amosite asbestos, and is considered friable. There is approximately **35 ft²** of this material to be removed. Insulation jacket and any associated debris shall be disposed as friable, ACM waste.

FIREPROOFING

1. Abatement Contractor shall access and remove the fireproofing materials from the areas above the ceilings of the building in the areas identified on the attached drawings. The areas affected include the fluted decking on each floor along with the structural system of I-beams, HVAC components, conduits, insulating materials, etc. There are two types of fireproofing that contain asbestos – a somewhat soft, tan colored material and a bluish-gray colored variety. The tan fireproofing was tested and found to contain 3-6% Chrysotile asbestos and is located throughout the facility except the west half of the 5th Floor, about 75% of the 2nd Floor and in some random locations on the 1st, 3rd and 4th Floors. The bluish gray fireproofing was tested and found to contain up to 15% Chrysotile asbestos. It exists around the atrium area of the 5th Floor and above some rooms on the same floor. It is estimated that there is approximately 22,250 ft² on the 5th Floor, 30,500 ft² on the 4th, 34,000 ft² on the 3rd, 6,500 ft² on the 2nd and 31,000 ft² on the 1st Floor. There is a combined total of approximately **124,250 ft²** of this ACM to be removed. Fireproofing and any associated debris shall be handled and disposed as friable, ACM waste.

NOTE #1: In the areas that have been renovated that border ACM fireproofing-affected areas on the 2nd and 5th Floors, Abatement Contractor shall remove the newer fireproofing on one side of a bordering beam that is free of asbestos fireproofing to attach barriers that will effectively separate the ACM-affected areas from the newly renovated areas.

NOTE #2: A ceiling panel system will need to be removed from the parking area on the north side of the 1st Floor in order to access and remove the ACM fireproofing above. This will require scaffolding to promote access to the fireproofing, a wooden enclosure to keep the area contained from the elements, and a polyethylene plastic containment built within the wooden enclosure.

2. Abatement Contractor shall access and remove the fireproofing overspray that exists behind walls, on insulation materials, studs, and on other components of the building that are not being demolished as part of the renovation. The actual amount of overspray expected to be encountered has not been quantified. Cleaning of the studs and removal and disposal of the batt-insulation materials are included in this Scope of Work.

NOTE: On the 5th Floor, an extension of the superstructure support system is concealed behind the existing gypsumboard firewalls around the perimeter of the floor. The support system has spray-applied ACM fireproofing on the deck, perimeter beams and radial beams (corners). The areal extent (square footage) of this part of the 5th Floor is included in the estimate stated in Specification #1 of this section.

3. Abatement Contractor shall dismantle the existing suspended ceiling tile system, HVAC ducting, electrical conduits, computer cables and any other system component necessary to promote full access to the ACM fireproofing and other ACMs scheduled to be removed above the ceilings. Ceiling tiles, grid systems, and other contaminated system components shall be disposed without cleaning as friable, ACM waste.

CEILING TILE

1. Abatement Contractor shall access and remove the 2' X 2' and 2' X 4' suspended ceiling tile systems (including grid system components) from the areas on each floor as indicated on the attached drawings. The ceiling tile panels were tested and found to contain up to 3% Chrysotile and 3% Amosite asbestos, respectively. There is approximately **26,400 ft²** of these systems to be removed. Ceiling tile, grid and any associated debris shall be handled and disposed as friable, ACM waste.
2. Abatement Contractor shall access and remove the remaining suspended ceiling tile in the areas where fireproofing or overspray will be removed. The ceiling tiles do not contain asbestos, but have fireproofing debris on them and are considered contaminated. There is approximately **30,500 ft²** of suspended ceiling tile and associated grid system components to be removed. Ceiling tile, grid system and any associated debris shall be handled and disposed as friable, ACM waste.

DRYWALL JOINT COMPOUND

1. Abatement Contractor shall access and remove the ACM-affected drywall from all rooms corridors, stairwells, restrooms, hallways, etc., throughout the facility, excluding the areas where full renovation projects have occurred (e.g. west side of 5th Floor and three lecture halls on the 2nd Floor). The core-sampled drywall and joint compound combination was found to contain less than 1% Chrysotile. However, it will need to be removed to access and

abatement the fireproofing, ceiling systems, etc., and will become contaminated in the demolition process. The gypsumboard walls are double-layered throughout the building. Therefore, there is approximately **153,000 ft²** of drywall to be removed. ACM-affected drywall and any associated debris shall be handled and disposed as friable, ACM waste.

2. Abatement Contractor shall remove the toilets, urinals, partitions, mirrors, and any other component in order to fully access and remove the drywall in the restroom areas of the facility. Restroom components shall be disposed as ordinary construction waste.
3. Abatement Contractor shall build poly barriers at the extremities of the drywall demolition areas to eliminate the possible migration of dust to previously renovated areas that need to remain clean during the course of the abatement, if this measure is necessitated by virtue of Abatement Contractor's containment configuration.

FLOORING MATERIALS

1. Abatement Contractor shall access and remove the layered flooring materials (including mastic) from the south stairwell hallways on Floors 2, 3 and 5 in the building. The flooring in these areas consists of a brittle, gray sheet vinyl flooring material that has been installed over a non-ACM vinyl flooring layer. The top layer has no asbestos-containing backing on it, but the vinyl itself was found to contain 3% Chrysotile asbestos and is considered non-friable. There is approximately **250 ft²** of these materials to be removed that have been installed over a concrete substrate. Sheet vinyl flooring layers and any associated debris shall be handled and disposed as non-friable, ACM waste.
2. Abatement Contractor shall access and remove the floor tile mastic that exists under glued-down carpeting in two rooms on the 1st Floor and one room on the 2nd Floor in the building. The mastic was tested and found to contain 6-8% Chrysotile asbestos. There is approximately **2,000 ft²** of these materials to be removed. Carpeting may qualify for disposal as ordinary construction waste. Floor tile mastic and any associated debris shall be disposed as friable, ACM waste.
3. Abatement Contractor shall access and remove the glued-down carpeting, underlying floor tile and mastic from 12 rooms on the 1st Floor of the facility. The 9" X 9" floor tile was tested and found to contain 8% Chrysotile, and the mastic was determined to contain >1% Chrysotile asbestos, respectively. There is approximately **2,000 ft²** of carpet, floor tile and mastic to be removed. Carpet and floor tile may qualify for disposal as ordinary construction waste. Floor tile mastic shall be disposed as friable, ACM waste.

4. Abatement Contractor shall access and remove the glued-down carpeting, underlying floor tile and mastic from the majority of the areas on the 4th Floor as indicated on the attached drawings. Both the 12" X 12" floor tile and underlying mastic materials were tested and found to contain > 1% Chrysotile asbestos. There is approximately **4,300 ft²** of carpet, floor tile and mastic to be removed. Carpet and floor tile may qualify to be disposed as ordinary construction waste. Floor tile mastic shall be treated as friable, ACM waste.
5. Abatement Contractor shall access and remove the exposed 9" X 9" and 12" X 12" floor tile and underlying mastic in the areas of the building indicated on the attached drawings. The floor tile was tested and found to contain from no detectable asbestos content to 8% Chrysotile asbestos. The underlying mastic was also tested and found to contain up to 6% Chrysotile asbestos. There is approximately **23,600 ft²** of these materials to be removed. Floor tile may qualify for disposal as ordinary construction waste. Floor tile mastic shall be treated and disposed as friable, ACM waste.
6. Abatement Contractor shall make notification to the State of Utah Division of Air Quality for the removal of ACM floor tile mastic and/or ACM carpet mastic in the event that contractor employs the use of a mechanical buffer and a solvent to remove these materials. This will require submission of a request for an Alternative Work Practice of the Utah Asbestos Rules R307-801-14(2)(f)(ii), a notification fee and a 10-day waiting period for qualification to do the work by this method if approval is given by the State.
7. Abatement Contractor shall remove all cove base molding in the areas designated for abatement to promote full access to flooring materials that border wall surfaces. Contractor shall dispose of all molding.
8. Abatement Contractor shall employ the use of a **low-odor** solvent for the removal of floor tile mastic. At the Pre-construction Meeting, Abatement Contractor shall supply the Industrial Hygiene Consultant the MSDS sheet for the solvent Abatement Contractor chooses. Solvent shall be approved for use by the Industrial Hygiene Consultant prior to its application. Abatement Contractor shall utilize negative air filtration devices to dissipate solvent vapors during the course of the mastic removal, and for an arbitrary period of time thereafter.
9. All mastic and solvent waste in a liquid state shall be appropriately mixed with a suitable absorbent (rags, sawdust, Floor Dry[®], Kitty Litter[®], etc.) to prevent spillage of the material when transported as well as keeping the waste classified as a solid waste.

10. Abatement Contractor shall mop all concrete floor surfaces with an adequate detergent solution after flooring removal to clean the residual layer of solvent/mastic off the substrate. Cleaning shall be to the satisfaction of the on-site Industrial Hygiene Consultant.
11. Abatement Contractor shall remove all glued-down carpeting that has been installed in the building, except in the newly remodeled areas. Carpeting shall be removed prior to setting up barriers for the fireproofing removal if at all possible so that the carpeting can be disposed as ordinary construction waste. For situations where this strategy cannot be employed and the carpeting will be contaminated with friable asbestos debris, then carpeting shall be disposed as friable, ACM waste.

FIRE DOORS

1. Abatement Contractor shall access, disconnect and remove the fire doors in the locations indicated on the attached drawings. The cores of these wood doors were sampled and found to contain 5-10% Amosite and 5-6% Chrysotile asbestos, respectively. The doors have UL labels and have a fire rating of 1-1/2 hours. There are approximately **40 doors** to be removed. Doors shall be sealed in 2 layers of polyethylene plastic sheeting and disposed as friable, ACM waste.

LIGHT FIXTURE WIRING INSULATION

1. Abatement Contractor shall access and remove the square-lens recessed light fixture in various locations throughout the facility, as indicated on the attached drawings. The wiring insulation to these fixtures was not tested, but is known to contain 35-65% Chrysotile asbestos, and can be readily identified by sight. There are approximately **10 fixtures** that are affected. Fixture wiring shall be disposed as friable, ACM waste.

LEAD-CONTAINING CERAMIC TILE

1. Abatement Contractor shall access and remove the lead-containing ceramic wall tile from the restrooms and custodial closets throughout the building. There is approximately **2,000 ft²** of tile to be removed. Ceramic tile shall be disposed as ordinary construction waste.
2. Abatement Contractor shall remove shelving, cabinetry or other furnishing to promote full access to the ceramic wall referenced above. Furnishings shall be disposed of as ordinary construction waste.

UNIVERSAL HAZARDOUS WASTE

1. Abatement Contractor shall remove, containerize and properly recycle the lamps from the fluorescent light fixtures in the building, excluding those areas on the 2nd and 5th Floors that have renovated in the recent past. There are approximately **220** (2-foot) lamps, **2,250** (4-ft) lamps, **8** (8-ft) lamps, and **105** (6-inch) lamps (recessed round fixtures). Contractor shall provide the cardboard boxes to properly containerize lamps for transport to the recycling facility.
2. Abatement Contractor shall access, remove, containerize and properly dispose of the suspect PCB-containing ballasts from the fluorescent fixtures throughout the building, excluding the more renovated areas on the 2nd and 5th Floors. There are approximately **1,500** ballasts that are affected. Ballasts shall be containerized in appropriate 55-gallon drums with locking rings that the Abatement Contractor shall provide.
3. Abatement Contractor shall hire a licensed HVAC contractor to remove to properly discharge the refrigerant from the drinking fountains in the building. There are approximately **11** drinking fountains that are affected. Abatement Contractor shall provide documentation from the HVAC contractor that the refrigerant was successfully removed from these fixtures.

OTHER CONDITIONS

1. The successful bidder for this project will be required to have their firm's surety company provide the following types of insurance and mandatory coverages as stated below. Abatement Contractor shall obtain and maintain during the term of this Contract the following:
 - Commercial General Liability Insurance
 - Worker's Compensation Insurance
 - Automobile Liability Insurance, and
 - Employer's Liability Insurance

Contractor's Commercial General Liability insurance will not have an asbestos exclusion clause and will meet the following requirements:

- a) Insurance Services Office (ISO) form **Commercial General (CG) 00 01 (11/93)** or an equivalent, occurrence policy with limits of not less than One Million Dollars (**\$1,000,000.00**) per occurrence, and Two Million Dollars (**\$2,000,000.00**) in the aggregate.
- b) Abatement Contractor's insurer will add the following entity as both the Certificate Holder and as the Additional Insured on this policy using ISO endorsement **CG 2010 (10/93)** or its equivalent:

State of Utah – Division of Facilities Construction & Management

2. Areas undergoing abatement shall be appropriately demarcated and critical barriers erected to disallow access into the contained areas. This will require design coordination with the Industrial Hygiene Consultant and the Owner to successfully isolate affected areas where these measures are necessitated.
3. Removal of furniture and furnishings, except as specified, is not part of the Abatement Contractor's Scope of Work.
4. All dimensions, quantities or areas provided in the Scope of Work are approximate and are only included to assist Abatement Contractor in determining the amount of ACM designated for removal. Abatement Contractor is responsible for accurately determining the amount of ACM included in the Scope of Work.
5. Abatement Contractor shall dispose of all demolition waste related to his activities and shall not utilize Owner's waste bins or dumpsters.
6. Abatement Contractor shall maintain general security of those portions of the building that will be affected by the abatement. In the event that hard barriers will need to be erected for exhausting negative air outside the building. Abatement Contractor shall adequately secure such barriers to prevent unauthorized access to the facility.
7. Abatement Contractor shall provide a certificate of weight and measure or other certification satisfactory to the Industrial Hygiene Consultant (listing gross, tare and net weight for each load) of the total weight of asbestos-containing waste material disposed of for this project. Abatement Contractor shall also provide a summary, on Contractor's company letterhead, that lists each manifest used for the project by manifest document number and weight (in pounds) specific to that manifest. Abatement Contractor shall provide this information in writing to the IHC upon completion of the project. **No payment shall be made for this project until Abatement Contractor provides this information.**
8. Abatement Contractor shall provide an English-speaking interpreter at any time that non- English speaking workers are present on the site.
9. Abatement Contractor shall provide a minimum of four workable electrical receptacles (or plugs) for clearance sampling.
10. Abatement Contractor shall restrict access to the controlled area to employees of the Abatement Contractor, the Industrial Hygiene Consultant (IHC), or other persons authorized by the Owner. The method used shall not impede emergency egress.

11. Abatement Contractor shall take steps necessary to safeguard existing items that are scheduled to remain which may include piping systems, boiler componentry, and equipment such as fire and burglar sensors, mechanical equipment, light fixtures, fire sprinklers, etc.
12. All poly sheeting used by Abatement Contractor in the construction of containments or barriers shall be of the **fire-retardant** type. Each containment shall contain a clear acrylic plastic window no smaller than two square feet.
13. Smoking will only be allowed in designated off-site areas. These areas will be defined at the Pre-Abatement meeting.
14. Where applicable regulations are more stringent than specifications contained herein, the most stringent regulations apply. It is the Abatement Contractor's responsibility to determine if city, county, regional, State or other regulations apply and to perform work in accordance with these regulations. Abatement Contractor shall perform all work under this contract in strict compliance with all Federal (OSHA, EPA, etc.), State and local regulations.
15. Abatement Contractor shall encapsulate all abated surfaces (except concrete floors) with a compound that will allow subsequent reinstallation of building materials or insulation. No excess residue or tacky substances shall remain on surfaces after the conclusion of Abatement Contractor's abatement activities. All abatement encapsulants shall be approved, prior to use, by the Owner (some encapsulants, due to color or content, may not be suitable for use in this facility). At the Pre-construction (Pre-Abatement) Conference, Abatement Contractor shall supply the Industrial Hygiene Consultant with Material Safety Data Sheets (MSDSs) and other information necessary to determine compatibility with current and future needs of the Owner.
16. Abatement Contractor shall provide a detailed written work plan to the appropriate notification agencies and to the Industrial Hygiene Consultant **at least 5 days prior to the beginning of the project.** The work plan provided to the Industrial Hygiene Consultant shall show suggested locations for decontamination units.
17. All lighting and equipment, including extension cords, shall be GFCI-protected and shall be approved for use in wet environments. Extension cords shall be suspended off the floor of the work area. Abatement Contractor shall not use existing electrical receptacles from any room contained in the work area.
18. Removed ACM shall be cleaned up and bagged on a continual basis. No loose ACM shall be left unbagged at the end of the work shift each day. All waste from this project shall be disposed of at an in-state disposal facility. If a dumpster is brought on site and used, it must be covered and lockable.

1.03 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referenced in text by basic designation only.

- A. Environmental Protection Agency (EPA): Asbestos-containing Materials in Schools; Final Rule and Notice (Code of Federal Regulations Title 40, Part 763) (the “AHERA” regulations).
- B. Environmental Protection Agency (EPA): Model Accreditation Plan; Rule (Code of Federal Regulations Title 40, Part 763).
- C. Environmental Protection Agency (EPA): Regulations for Asbestos (Code of Federal Regulations Title 40, Part 61) (the “NESHAP” regulations).
- D. U.S. Department of Labor Occupational Safety and Health Regulations:
29 CFR 1926; Construction Industry Standards
29 CFR 1926.1101; Asbestos
29 CFR 1910; General Industry Standards
- E. U.S. Department of Transportation Regulations; Title 49 CFR Part 173
- F. Utah Air Conservation Rules R307-1-8: Asbestos Certification, Asbestos Work Practices and AHERA Implementation, August 14, 1991
- G. Utah Administrative Code (UAC) Occupational Safety and Health Regulations, with special attention to the following:
UAC R574-100 Series (General Industry Standards)
UAC R574-104 Sect. 1910.1001 (Asbestos General Industry Standard)
UAC R574-104 Sect. 1910.134 (Respiratory Protection Standard)
UAC R574-200 Series (Construction Safety Standards)
UAC R574-200 Sect. 1926.1101 (Asbestos Construction Standard)
- H. National Institute for Occupational Safety and Health (NIOSH): "Respiratory Protection . . . A Guide for the Employee."
- I. American National Standards Institute/Compressed Gas Association: ANSI/CGA G-7.1-1989, Commodity Specification for Air.
- J. National Electrical Code, National Fire Protection Association, NFPA 70.
- K. Standard for Electrical Safety Requirements for Employee Work Places, NFPA 70E.
- L. National Plumbing Code, American National Standards Institute, ANSI A40.8.

- M. Safeguarding Construction, Alteration and Demolition Operations, NFPA 241
- N. Salt Lake City-County Health Department Health Regulation #1
- O. Any other ordinance or code having jurisdiction over this work.

1.04 DEFINITIONS

- A. Abatement Contractor: The asbestos removal contractor or any subcontractor hired under this contract.
- B. Airlock: A system for allowing access to an area with minimum air movement through the system. The airlock consists of two curtained doorways separated by a distance of at least 3 feet so personnel pass through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through of contaminated air.
- C. Air Monitoring: The process of measuring the asbestos fiber count of a volume of air using NIOSH Analytical Method 7400, the AHERA Transmission Electron Microscopy (TEM) method, The OSHA Reference Method (ORM), or other methods approved by the Industrial Hygiene Consultant (IHC). Flow rate and sample volume shall be in accordance with the method chosen. All air samples shall be analyzed by a laboratory accredited by the American Industrial Hygiene Association (AIHA) for the analysis of airborne asbestos.
- D. Air Monitoring Technician: A person qualified by training or experience to collect air samples for asbestos determination. The individual must be familiar with sampling techniques, sampling equipment, calibration techniques and work practices useful for controlling air contamination.
- E. Amended Water: Water to which a surfactant has been added.
- F. Asbestos-containing Waste (including asbestos-contaminated materials): Materials containing more than 1% asbestos or contaminated with asbestos to such a degree that the handling of the materials may reasonably be expected to produce airborne asbestos fibers.
- G. Authorized Visitors: Any visitor authorized by the Abatement Coordinator, the Abatement Contractor, or the IHC or any representative of a regulatory agency or other agency having jurisdiction over this project.
- H. Clean Room: An uncontaminated room which is part of the worker decontamination enclosure system and adjoins uncontaminated areas of the building, with provisions for storage of workers' street clothes and clean protective equipment.

- I. Contaminated Area: The work area or any other area of the building with either an airborne asbestos level equal to or above 0.010 fibers/cc as measured by PCM or visible unconfined deposits of ACM.
- J. Differential Pressure: A minimum pressure differential of minus 0.02 inches of water column relative to areas adjacent to the work area. Equipment used to maintain this pressure shall be HEPA filtered, and shall permit discharge of no more than 0.010 fibers/cc in the exhaust stream.
- K. Disposal Site: Asbestos area of a landfill that is approved for asbestos waste.
- L. General Contractor: The Owner's designated general contractor performing work outside of this contract. The work performed by the general contractor is related to the work being performed by the Abatement Contractor.
- M. HEPA Filter: A High Efficiency Particulate Air filter capable of trapping and retaining 99.97% of particles with aerodynamic equivalent diameters greater than or equivalent to 0.3 micrometers.
- N. HEPA Vacuum Unit: Vacuuming equipment equipped with a HEPA filter in the exhaust outlet, and so designed and maintained that 99.97% of all asbestos fibers (greater than or equal to 0.3 micrometers diameter) in the inlet air are collected and retained. In no case shall HEPA vacuum equipment discharge air containing more than 0.010 fibers/cc.
- O. Pressure Differential Recording Device: An automatic recording instrument that will monitor the pressure differential between the contained asbestos abatement work area and the adjoining areas. The instrument shall continuously generate a permanent record.
- P. Industrial Hygiene Consultant (IHC): An individual under contract with the Owner who is certified in the comprehensive practice or a specialty aspect of industrial hygiene by the American Board of Industrial Hygiene or who is otherwise qualified, by virtue of experience, in managing asbestos abatement work.
- Q. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces by using cloths or mops or other cleaning tools that have been dampened with clean water.
- R. All terms not defined here shall have the meaning given in the applicable publications and regulations.

1.05 ADDITIONAL ASBESTOS MATERIALS

The Abatement Contractor shall always be mindful of the possible presence of asbestos (in addition to the asbestos materials to be abated under this contract) and shall perform this project being constantly aware of this possibility. If the

Abatement Contractor discovers asbestos, other than asbestos materials to be abated under this contract, Abatement Contractor shall take such action as reasonably necessary and feasible to provide an interim safe and secure environment for its employees and third parties until the determination can be made of how next to proceed.

Insofar as possible under applicable laws, rules, regulations, and requirements, Abatement Contractor shall keep confidential all information obtained respecting asbestos relative to this project, howsoever obtained, unless disclosure is otherwise required by safety considerations of any person.

1.06 ADDITIONAL SAFETY AND HEALTH CONSIDERATIONS

Asbestos abatement is, by its very nature, a hazardous activity. In addition to potential exposure to asbestos fibers, there are other safety and health hazards that are often present on the work site. The Abatement Contractor shall ensure that all UOSH Safety and Health Standards are complied with at all times.

The Abatement Contractor shall be, and remain at all times, solely responsible for the safety of its employees and all others in the performance of the work and shall take all precautions necessary to ensure such safety.

1.07 AUTHORITY TO STOP WORK

The Abatement Coordinator and/or the IHC have authority to stop work at any time it is determined that abatement is not being performed according to these specifications or applicable regulations. The stoppage of work shall continue until conditions have been corrected and corrective steps have been taken to the satisfaction of the Owner/IHC. Standby time required to resolve violations shall be at the Contractor's expense.

1.08 QUALIFICATIONS

Asbestos abatement contractors who wish to submit a bid for this project must be approved by the IHC and the Owner prior to the Owner's authorization to proceed. Approval is required of all proposed contractors and subcontractors and will be based on the submission of the following with the bid package:

- A. **CERTIFICATIONS:** The selected Abatement Contractor performing work under this contract must be certified as an asbestos project operator by the State of Utah Department of Environmental Quality as described in Section R307-801 of the Utah Administrative Code. Asbestos workers must have received the training described in the Regulations and possess a valid and current certification card issued by the State. Certification requirements for asbestos operators and workers may be obtained by contacting the State of Utah Department of Environmental Quality, Division of Air Quality.

- B. **ACCREDITATION:** Supervisors performing work under this contract must be accredited as Asbestos Abatement Contractors and Supervisors in accordance with the EPA Model Accreditation Plan, 40 CFR Part 763. At least one accredited supervisor shall be on site at all times while work is in progress. Asbestos workers must be accredited as Asbestos Abatement Workers in accordance with the EPA Model Accreditation Plan, 40 CFR Part 763.

1.09 AVAILABILITY OF TRAINED PERSONNEL

There shall be a sufficient number of trained and qualified workers, foremen, and supervisors to accomplish abatement within the required schedule. Since general work cannot start before the successful removal of all ACM and final decontamination, it is imperative that a sufficient number of trained personnel be engaged throughout the abatement process. No uncertified persons, or persons not fully qualified, shall be employed in an effort to speed up completion of the abatement work. All personnel shall be pre-approved by the Owner and IHC.

1.10 PRE-CONSTRUCTION MEETING

Before beginning actual removal activities, a Pre-construction Meeting will be held between the IHC and the Abatement Contractor. The Abatement Contractor's Project Manager and the job-site Foreman must attend this meeting. At this meeting, **the IHC and the Contractor shall systematically review every section of these Technical Specifications.** The Abatement Contractor shall present a written work plan (submitted to State of Utah DAQ with notification) and present a general overview of the design covering:

- A. Abatement plans shall include drawings of the decontamination facilities and their location; work area isolation plan with layout of engineering controls (e.g., HEPA filters, etc.); security program; emergency plans; routing plan for removal of contaminated material from the building; and a listing of all tools, equipment and supplies proposed for use in the abatement process. In order to expedite approval of these documents, Abatement Contractor is encouraged to confer with the IHC during their preparation.

1.11 PRE-ABATEMENT SUBMITTALS

The Abatement Contractor shall furnish the following to the Industrial Hygiene Consultant (IHC) at least five (5) working days before abatement preparations are to commence:

- A. Layout of project execution showing the abatement work in stages and the configuration of the work space.
- B. Plans for engineering systems for controlling exposure and emissions, showing the number, location, and capacity of supply and exhaust systems,

the expected directions of air flow, and maximum and minimum pressures in each room.

- C. Plans for isolation enclosures, including location and construction methods.
- D. Detailed plans for decontamination facilities, toilets, and systems allowing inter-room communication and communication between the work area and the outside.
- E. Security system, warning signs, and labels for bags and drums.
- F. Standard Operating Procedures (Section 1.12) describing how workmen, visitors, and employees will be protected from exposure and how spaces outside the work areas will be protected from contamination until completion of abatement.
- G. Respiratory system plan, including a written respiratory protection program, sample respirators, hoses, and certificate from the manufacturer with system literature for the air supply system stating that air supply system meets this specification on quality, quantity and escape time.
- H. Fire and emergency evacuation plan.
- I. Manufacturer's specifications for wetting agents and low-pressure wetting system.
- J. Manufacturer's specifications for plastic sheeting to be used for the sealing of walls, floors, and openings and sealing tapes.
- K. Manufacturer's specifications for disposable protective clothing.
- L. Certification of medical examinations, including physician's approval to wear respiratory protection, covering each employee performing work on this project.
- M. Proof of existence of records that the Abatement Contractor is complying with UOSH medical surveillance requirements.
- N. Certification of completion of worker training for each employee performing work on this project and a photocopy of each worker's State of Utah Worker Certification Card.
- O. Description of scaffold erection procedures and the name of the designated "Competent Person" responsible for the scaffold erection.
- P. A copy of the Abatement Contractor's safety program.

1.12 STANDARD OPERATING PROCEDURES

The Abatement Contractor shall develop and implement a standard operating procedure to ensure maximum protection of workers, facility employees, visitors, and the environment from asbestos exposure. Operating procedures shall be based on applicable sections of the standards listed in Section 1.02. The procedure shall ensure that:

- A. Security is provided on a 24-hour basis to prevent unauthorized entry into the workspace.
- B. Proper protective clothing and respiratory protection are worn prior to entering the workspace from the outside.
- C. Asbestos is removed in a manner that minimizes the release of fibers.
- D. Packing, labeling, loading, transporting, and disposing of contaminated material is performed in a manner that minimizes exposure and contamination.
- E. Emergency evacuation for medical or safety (fire and smoke) reasons is performed in a manner so that exposure will be minimized.
- F. Accidents in the workspace, especially from electrical shocks, slippery surfaces, and entanglements in loose hoses and equipment, are minimized.
- G. Provisions for effective supervision, air monitoring, and personnel monitoring for exposure during the work are implemented.
- H. Engineering systems minimizing exposure to fibers in the workspace are used.
- I. Safe work practices in the workplace, including provisions for inter-room communications, and the exclusion of eating, drinking, smoking, or in any way compromising the integrity of the respiratory protection.
- J. Scaffolding and fall-protection systems are effective, state of the art, and in compliance with all applicable regulations.
- K. The Abatement Contractor shall devise a plan to ensure all of its employees have either received the training or are otherwise completely informed of the potential safety and health hazards that may be encountered.

1.13 NOTIFICATIONS, PERMITS, WARNING SIGNS, LABELS AND POSTERS

The Abatement Contractor shall:

- A. Provide required notification to the Utah Department of Environmental Quality, Division of Air Quality, at least ten (10) working days prior to asbestos abatement. Secure all required permits, including a permit to dispose of asbestos at an approved site.

- B. Erect UOSH-required warning signs around the workspace and at every point of potential entry to the workspace. The warning signs shall be a bright color so they can be easily seen. The size of the lettering shall be large enough to be read easily. The warning signs shall bear the following information:

**DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA**

- C. Place UOSH-required labels on all plastic bags and all drums utilized to transport contaminated material to the approved disposal site. The warning labels shall contain the following information:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD**

- D. The waste containers must also be labeled with the waste generator's name and the address of the location at which the waste was generated, as required by EPA 40 CFR Part 61.150, and placarded according to DOT 49 CFR Part 173.
- E. Provide other signs, labels, warnings and posted instructions that are required and necessary to protect, inform, and warn of the hazard of asbestos exposure.
- F. The latest applicable UOSH and Utah DEQ regulations shall be posted on the job site in a prominent and convenient place for workers to read.
- G. EPA required warning signs shall be posted on waste transport vehicles during all waste loading and unloading operations.

1.14 EMERGENCY PRECAUTIONS

- A. The Abatement Contractor shall establish and mark emergency and fire exits from the work area. The exterior of all emergency exits shall be equipped with two (2) full sets of protective clothing and respirators at all times.
- B. At least two (2) multi-purpose dry chemical fire extinguishers (e.g., 2-A: 10BC, 5 lb.) shall be placed within the containment in well-marked, readily accessible locations. The fire extinguishers shall have current inspection cards, i.e., have been inspected/serviced within the previous 12 months.
- C. Local medical emergency personnel, fire departments, ambulance crews and hospital emergency room staff shall be notified prior to commencement of abatement operations about the possibility of having to handle contaminated

or injured workmen, and they shall be advised regarding appropriate decontamination procedures.

Before the Abatement Contractor starts actual removal of the asbestos material, the local police and fire departments shall be notified about the danger of entering the work area and they shall be invited to attend an informal training session, to be conducted by the Abatement Contractor, which will provide information regarding abatement activities, decontamination practices, etc. The Abatement Contractor shall make every effort to assist these agencies form plans of action should their personnel need to enter the contaminated area.

- D. The Abatement Contractor shall be prepared to administer first aid to injured personnel. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination. When an injury occurs, the Abatement Contractor shall stop work and implement fiber reduction techniques (e.g., water spraying) until the injured person has been removed from the work area.

1.15 RESPIRATORY PROTECTION SYSTEMS

The Abatement Contractor shall be responsible for the following:

- A. Provide all workers, foremen, superintendents, authorized visitors, and inspectors with personally issued and marked respiratory equipment, approved by NIOSH, that is deemed proper and reasonable for the type of work being performed with the anticipated exposure levels. When respirators with disposable filters are employed, sufficient filters for replacement as necessary by the worker shall be provided. The respirators selected for use must provide a protection factor for the contaminant level expected. Table I will be used in the selection of respirators. Respirators shall be provided to authorized building employees entering the contaminated workplace while the removal is in process.

TABLE I.

<u>Asbestos Concentration</u>	<u>Minimum Acceptable Respirator*</u>
1. Up to 1 fiber/cc	Half-mask air purifying respirator with cartridges approved for asbestos.
2. Up to 5 fibers/cc	Powered air-purifying respirator (half- or full-face piece).
3. Over 5 fibers/cc	Full-face piece, Type "C" supplied air respirator, operated in the pressure-demand mode.
* Greater respiratory protection is always acceptable regardless of asbestos concentrations.	

- B. When Type "C" respirators are employed, the air supply system shall provide Grade "D" breathing air in accordance with UAC R574-104 Sect. 1910.134 and ANSI/CGA G-7.1-1989, Commodity Specification for Air.
- C. The compressed air system for Type "C" respirators shall be high pressure, with a compressor capacity to satisfy the respirator manufacturer's recommendations. The receiver shall have sufficient capacity to allow a 15-minute escape time for the respirator wearers in the event of compressor failure or malfunction. The compressed air system shall have a compressor failure alarm, high temperature alarm, carbon monoxide alarm, and suitable inline air purifying sorbent beds and filters to assure Grade "D" breathing air.
- D. Provide a minimum of two spare hoses to be available at any time to authorized visitors and inspectors to connect to their assigned Type "C" respirator without having to wait for the removal of workers from the working area to obtain a connection.
- E. Type "C" respirators shall be worn with a belt to minimize the possibility of dislodging the facemask in the event of the hose becoming snagged in the work area.

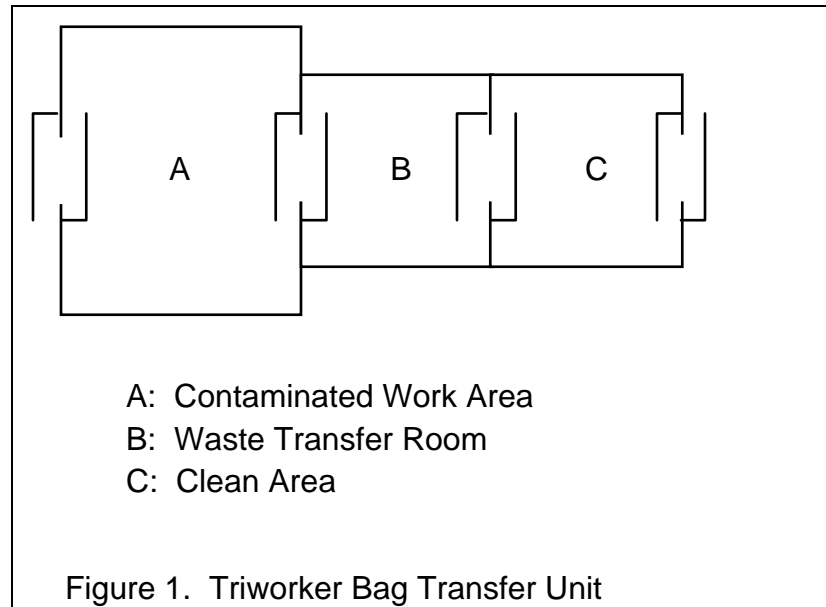
1.16 PROTECTIVE CLOTHING

The Abatement Contractor shall:

- A. Provide to all workers, foremen, superintendents and authorized visitors and inspectors protective disposable clothing consisting of full-body coveralls, head covers, gloves, and 18-inch-high boot covers or reusable footwear. No street clothes other than undergarments shall be worn under the coveralls.
- B. Provide eye protection and hard hats as required by job conditions and safety regulations.
- C. Require that reusable footwear, hard hats, and eye protection devices be kept in the "contaminated equipment room" until the end of the asbestos abatement work at which time they shall be decontaminated or discarded as asbestos waste.
- D. Discard and dispose of all disposable protective clothing and gear as asbestos waste every time a wearer exits from the workspace to the outside through the decontamination facilities.

1.17 DECONTAMINATION AND WASTE TRANSFER FACILITIES

- A. When working with friable ACM, or non-friable ACM that is likely to become friable during the project, as determined by the IHC, the Abatement Contractor shall:
 - 1. For each abatement area, provide decontamination facilities located in an area agreed upon with the IHC. The decontamination facilities shall include one decontamination enclosure system for personnel and one decontamination enclosure system for removing asbestos-containing waste materials.
 - 2. The decontamination enclosure system for removing asbestos-containing waste materials shall consist of an airlock from the work area leading into the waste transfer room, and another airlock leading into the clean outside area, as shown in Figure 1.



3. All asbestos-containing waste materials inside the abatement area shall be placed in plastic waste bags for disposal. Bags of asbestos-containing waste materials shall be packed and sealed in plastic-lined drums or a second waste bag before being removed from the work site.

Waste removal shall be performed using a minimum of three workers in the following manner: one worker located inside the contaminated work area shall pass sealed bags of waste into the waste transfer room. There, they will be washed and placed directly inside a clean drum, or clean, unused bags being held by a second worker who is standing inside the clean area. The bags will be "goose-necked" and sealed in the clean area and then passed to a third worker located in the outside area, who transfers the container to a vehicle properly equipped for transporting the ACM to a disposal site.

4. The decontamination enclosure system for personnel shall consist of three rooms as follows: clean room at the entrance followed by the shower room followed by an equipment room leading to the work area.
5. Provide lockers for storage of street clothes of workers in the clean room. Provide in the same room uncontaminated disposable protective clothing and equipment. This room shall be used by workers and visitors to change from street clothes into disposable protective clothing and gear prior to entering the contaminated area and to change back into street clothes after they have showered and dried in the shower room as they exit from the contaminated area.

6. Provide the equipment room with storage for contaminated clothing and equipment. In this room, workers and visitors dispose of their disposable protective clothing, except the respirator, as they prepare to enter the shower room.
 7. Provide separate ventilation in entire decontamination system so that airflow will be from the outside toward the workspace.
 8. Install showering facilities with hot and cold water so arranged as to provide complete showering of workers and visitors as they exit from the contaminated area. Make provisions to prevent any contaminated runoff from the shower room. **The contractor shall comply with any local code that requires water filtration prior to any effluent discharge.**
- B. When working with non-friable ACM that is not likely to become friable during the project, as determined by the IHC, the Contractor shall:
1. For each abatement area, provide an airlock at each entrance and exit to the enclosure system. The placement of entrances and exits shall be agreed upon with the IHC.
 2. All asbestos-containing waste materials (except those that qualify for handling and disposal as ordinary construction waste) inside the abatement area shall be placed in plastic waste bags for disposal. Bags of asbestos-containing waste materials shall be packed and sealed in plastic-lined drums or a second waste bag before being removed from the work site.

1.18 EMISSION CONTROLS

There shall be no asbestos emissions from the work area. To this end, the Abatement Contractor shall:

- A. Provide supply air to, and exhaust air from, the work area to maintain a differential pressure of minus 0.02 inches of water relative to the outside of the containment, while also ensuring that there are at least four (4) air changes per hour within the containment. The ventilation system shall operate on a 24-hour basis throughout the abatement process until the area passes final clearance testing, in accordance with Section 3.07 of this specification. The ventilation design shall be in accordance with EPA recommendations included in the "Guidance for Controlling Friable Asbestos-Containing Materials in Buildings," Appendix F.
- B. Provide an automatic recording instrument to monitor the pressure differential in a representative location. The instrument shall continuously generate a permanent record.

- C. In a multi-room abatement project, provide a sufficient number of supply and exhaust units to create a stream of air away from the breathing zone of workers in each room and in such a way so as not to damage or compromise the integrity of the containment barriers.
- D. All waste water generated within the work area shall either be drummed and disposed of as asbestos-containing waste or filtered through a 5 micron filtering system prior to discharge into a sanitary sewer.

1.19 PERSONNEL PROTECTION AND DECONTAMINATION

The Abatement Contractor shall provide all personnel with specified protective clothing and gear throughout the abatement process. The Abatement Contractor shall also ensure that all personnel entering and leaving the workspace adhere to the following procedures.

- A. When working with friable ACM, or non-friable ACM that is likely to become friable during the project, as determined by the IHC, the Abatement Contractor shall:
 - 1. When entering from the outside: Change from street clothes into protective clothing and wear clean protective gear. Go through shower room into dirty equipment room, pick up equipment and tools, and enter the work area.
 - 2. When exiting from the work area: Dispose of all protective clothing into labeled plastic bags for asbestos waste. Do **not** take off the respirator, but still wearing the respirator, enter the shower and wash off thoroughly. Remove respirator and wash and wipe thoroughly to decontaminate. Remove filter cartridges and dispose of as asbestos-containing waste. After drying, enter the clean room, store the decontaminated respirator in the assigned space, and put on street clothes.
- B. The Abatement Contractor shall post written emergency procedures in the workplace and train all personnel on the procedures for the evacuation of injured persons and the handling of fires. Aid shall be given to a seriously injured worker without delay for decontamination. Provisions shall be made to minimize exposure of rescue workers and to minimize spreading of contamination during evacuations and fire procedures.

- C. The Abatement Contractor shall instruct all employees and workers in the proper care of their personally issued respiratory equipment, including daily maintenance, sanitizing procedures, etc., as described in the Abatement Contractor's written Respiratory Protection Program.
- D. The respiratory equipment shall be inspected by the Abatement Contractor's project supervisory personnel at the beginning of each work period, including those following breaks and lunch, or other meals.

1.20 DISPOSAL ACTIVITIES

- A. It is the responsibility of the Abatement Contractor to determine current waste-handling, transportation, and disposal regulations for the work site and for each waste disposal site. The Abatement Contractor must comply fully with these regulations and all U.S. Department of Transportation and EPA regulations.
- B. If a dumpster is brought on-site and used, it must be covered and lockable. Waste generated on this project shall be kept separate from waste generated on other projects that the Abatement Contractor may be engaged in, and shall be disposed of immediately at the end of this project at an in-State approved asbestos disposal facility.
- C. All waste qualifying for disposal as ordinary construction waste shall be placed inside a poly-lined dumpster in unlabeled bags (if used to containerize the waste). When the dumpster is deemed 'full' and is ready for transport, the Abatement Contractor shall seal the contents of the dumpster within the poly 'wrapper'.
- D. Abatement Contractor will document actual disposal of the waste at the designated site by completing a Disposal Certificate and obtaining a receipt at the disposal site.

PART 2 — ASBESTOS ABATEMENT – PRODUCTS

2.01 TOOLS AND EQUIPMENT

The Abatement Contractor shall provide the following:

- A. Asbestos Filtration Device: Asbestos filtration devices shall utilize High Efficiency Particulate Air (HEPA) filtration systems.
- B. Scaffolding: Provide all scaffolding, ladders and/or staging, etc., as necessary to accomplish the work specified. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.
- C. Transportation Equipment: Transportation equipment, as required, shall be suitable for loading, temporary storage, transmission, and unloading of contaminated waste without exposure to persons or property.
- D. Vacuum Equipment: All vacuum equipment utilized in the work area shall utilize HEPA filtration systems.
- E. Water Sprayer: The water sprayer shall be an airless or other low-pressure sprayer for amended water application.
- F. Polyethylene Sheeting: All polyethylene sheeting shall be classified by its manufacturer as being **fire-resistant**.
- G. Encapsulant: Spray encapsulant shall be a penetrating-type encapsulant, shall meet the fireproofing requirements of ASTM E 119 and ASTM P-189, and shall meet the U.S. EPA Battelle standards for encapsulants.
- H. Leaf Blower and Fans: To be used for aggressive clearance sampling. One (1) leaf blower, minimum one (1) horsepower, and one (1) 20-inch box fan for every 10,000 cubic feet of space within the contaminated area.
- I. Pressure Differential Recording Device: An automatic recording instrument to monitor the pressure differential between the contained asbestos abatement work area and the adjoining areas. The instrument shall continuously generate a permanent record.
- J. Other Tools and Equipment: The Abatement Contractor shall provide other suitable tools for the stripping, removal, and disposal activities, including, but not limited to, hand-held scrapers, wire brushes, sponges, round-edged shovels, brooms, and carts.

PART 3 — ASBESTOS ABATEMENT – EXECUTION

3.01 ASBESTOS ABATEMENT PREPARATIONS

- A. The area(s) of asbestos removal shall be totally isolated from portions of the building not included in the work. Prior to any abatement work in an area, seal off the entire area to persons other than trained personnel and authorized visitors. Erect signs around the perimeter in accordance with EPA, UOSH, and these specifications. Provide 24-hour security against unauthorized entry during abatement. Maintain a log of all people entering and exiting the work space.
- B. Removal of all furniture and other removable items shall be undertaken by University of Utah personnel prior to the start of the abatement work.
- C. With the assistance of the Owner and the IHC, the Abatement Contractor will deactivate, lock-out and seal all air-conditioning and building ventilation systems to the abatement area and disconnect electrical service as required.
- D. In all areas where friable ACM is to be disturbed, or where non-friable ACM is likely to become friable, as determined by the IHC, the work area shall be prepared as described below.
- E. The Abatement Contractor shall completely isolate the work area for the duration of asbestos removal. **Rigid barriers are required to partition work areas from public access and actively occupied office and work spaces of the building.** Such barriers in other areas may be requested at the discretion of the on-site hygienist or building Owner's representative.
- F. Critical barriers shall be constructed between the work area and any clean area. This barrier shall consist of first closing any doors not being used for access during the abatement, and duct taping all seams, both sides. Two (2) layers of 6-mil fire-retardant polyethylene sheeting shall then be applied over the entire door structure on the work area side, as well as two (2) layers 6-mil on the clean side. Warning signs shall be displayed on the clean side of the door.

The Abatement Contractor shall seal all windows, skylights, duct openings, fan coil units, radiators, electrical outlets and switches, non-movable cabinetry and equipment, etc., with a minimum of two layers of six-mil fire retardant polyethylene sheeting. The Abatement Contractor shall also pay particular attention to any pipe chases, utility access openings and common air plenums between work areas and adjacent floors, etc. Ensure that barriers are effectively sealed and taped. All penetrations must be sealed airtight. Once critical barriers are installed, the entire work area shall then be protected with polyethylene sheeting.

- G. Install sufficient Air Filtration Devices to provide a minimum of four (4) air changes per hour and maintain a differential pressure of minus 0.02 inches of water relative to the outside of the containment, per Section 1.17.
- H. Floor covering of two layers of 6-mil fire-retardant polyethylene sheeting shall be used. Floor sheeting shall be extended up sidewalls at least 12 to 24 inches. Sheeting shall be sized so as to minimize the number of seams necessary. No seams shall be located at the joints between walls and floors.
- I. Wall sheeting and, where appropriate, ceiling sheeting shall consist of two layers of 4-mil fire-retardant polyethylene sheeting. It shall be installed to minimize joints and shall overlap floor sheeting by at least 18 inches. No seams shall be located at the corners. The Abatement Contractor shall install a clear acrylic plastic window with minimum dimensions of 18" x 18" in at least one wall of the containment structure in an area which provides the greatest visibility of the work area, designated by the IHC. This window is to be used for observation of the work area by the IHC, Regulators, Abatement Contractor's foreman, and Owner personnel.
- J. Use smoke methods to test effectiveness of barriers. Visually inspect enclosures prior to each workday; repair damaged barriers and remedy defects immediately.
- K. Abatement Contractor shall construct and utilize scaffolding where necessary to gain access to asbestos.
- L. Light fixtures and other items mounted to suspended ceilings which are to be removed shall be removed under asbestos-control conditions by the Abatement Contractor, decontaminated using HEPA-vacuuming and wet-wiping techniques, and stored in a location designated by the Owner and IHC.
- M. In all areas where only non-friable ACM, such as floor tile, is to be disturbed without becoming friable, install critical barriers as described in paragraph F, and emission controls described in paragraph G, above. A three-foot-high splashguard of 6-mil polyethylene sheeting shall be placed along all walls and around all other floor-mounted fixtures where asbestos-containing flooring is to be removed. Ensure that barriers are effectively sealed and taped. Use smoke methods to test effectiveness of barriers. Visually inspect enclosures prior to each workday; repair damaged barriers and remedy defects immediately. The IHC shall enforce the requirements of Paragraphs H & I of this Section any time that non-friable ACM is becoming friable.
- N. Prior to removal of any asbestos, the IHC, accompanied by the Abatement Contractor shall inspect the following: enclosures, showers and toilets, personnel protection and decontamination procedures, exposure control systems, notifications and permits, standard operation procedures, personnel training and testing, removal, decontamination and storage of materials,

securing of the work area and equipment for communications. If any inadequacies are found during the inspection, the Abatement Contractor shall make the changes required by the IHC.

3.02 UTILITIES

- A. All utility connections necessary for abatement will be made available to the Abatement Contractor. The Abatement Contractor shall specify in his/her Bid Package what utilities will be required. The Abatement Contractor, with advance notice made with the University of Utah and Jacobsen Construction, shall shut down, disconnect and lock-out all electric power to the work area so there is no possibility of reactivation and electrical shock during the entire abatement process. Temporary electrical power shall be in accordance with UOSH regulations and the Electrical Code for Wet Environments. All electrical power within the containment and decontamination facilities shall be GFCI protected. All temporary electrical connections, such as the connection of a temporary construction circuit from a breaker box, shall be performed by a State-licensed electrician when applicable. Evidence of the installation and the electrician's name shall be provided to the IHC.
- B. In case some cables or conduits within the containment area cannot be deactivated, they shall be completely protected from any and all water and humid conditions by the use of polyethylene sheeting or other appropriate methods approved by the IHC.
- C. Temporary lighting must be provided by the Abatement Contractor. All electrical power cords must be kept dry and off the floor.
- D. Remove all heating, air conditioning and ventilating system filters prior to abatement and dispose as asbestos waste. Replace all filters with a new set following all abatement work.

3.03 ASBESTOS REMOVAL

- A. All asbestos removal shall be conducted in accordance with the applicable paragraphs of 29 CFR 1926.1101 (g) Methods of Compliance.
- B. Except as noted herein and/or in drawings, all asbestos that is to be removed shall be wetted with "amended water" using an approved sprayer. The amended water shall contain a wetting agent such as 50 percent polyoxyethylene ether and 50 percent polyoxyethylene ester, mixed one ounce to five gallons of water. An approved equivalent may be used. To minimize fiber release, the amended water shall be applied using a fine spray. The material to be removed shall be saturated sufficiently throughout so there will be no fiber release from dry asbestos. In many areas, it may be necessary to pre-saturate asbestos materials the day before removal.

- C. Immediately following removal, wet ACM shall be packed into labeled six-mil plastic bags to prevent the material from drying. All bagged material shall be packed and sealed in labeled drums or double bags. The exterior of the sealed drums or bags shall be thoroughly cleaned prior to loading for transport to the disposal site.
- D. Where all asbestos within an area can be removed from pipes, pipe elbows, pipe tees, and pipe hangers by the use of containment bags, the bags can be considered the primary barrier. A secondary barrier must still be constructed to prevent contamination of the area should a bag break. Glove-bag removal must be conducted under negative pressure. Cleaning and final decontamination requirements shall be in accordance with Section 3.06 of this specification.
- E. In some cases, because of electrical hazards or expensive equipment that could be damaged by water, it may not be feasible to wet the asbestos. Extreme care must be exercised to remove the asbestos so that airborne fibers will be minimized. Supplemental notification of and subsequent approval from the EPA-designated regulators is required where asbestos is removed dry.
- F. Asbestos-containing pipe or duct insulation that continues through floors and/or walls shall be removed two inches beyond floors and/or walls. The ends shall be coated with an encapsulant approved by the IHC.
- G. All used plastic, tape, cleaning material, and clothing shall be treated as asbestos waste material.
- H. Waste disposal shall be in a landfill approved for asbestos waste. The bags shall not be thrown into landfills in a way that may cause the bags to burst open. If bags cannot be taken out of the drums undamaged, then include the disposal of the drums with the bags. Ensure that bags are not broken open in the process.

3.04 SUBMITTALS DURING & AFTER ABATEMENT

The Abatement Contractor shall submit copies of the following items to the IHC, upon request and at the completion of the project:

- A. Security and safety logs showing names of persons entering the work site, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health-related incident.
- B. Disposal certificates and/or receipts.
- C. Hazardous waste manifests
- D. Required permits, clearances, licenses, etc.

- E. Safety-plan conformance and meeting reports, including all injury reports.
- F. Abatement Contractor Daily Logs and Reports.
- G. Abatement Contractor air sampling data and laboratory reports.

3.05 MONITORING, TESTING & INSPECTION

- A. The performance and execution of the work will be closely and continuously monitored by the IHC and his/her technicians. The IHC shall not be an employee of the Abatement Contractor performing asbestos abatement work. The role of the IHC is to protect the Owner's interests. The Abatement Contractor shall provide full cooperation and support to the IHC and his technicians throughout the abatement process. Removal monitoring by the IHC will include air samples in the areas surrounding the containment area, checking the containment area separation, work practices, engineering control system, HEPA vacuum system, respiratory protection system, packing material, packaging, transporting and disposal of asbestos, decontamination facilities and procedures and any other aspects of the abatement process that may impact the health and safety of the general public and the pollution of the environment. Monitoring frequency will be determined by the IHC and Owner.
- B. Abatement Contractor shall conduct all air monitoring as required by the UOSH Asbestos Construction Standard, UAC R574-200 Sect. 1926.1101, and federal OSHA construction regulations for asbestos, 29 CFR 1926.1101. All employee exposure monitoring shall be conducted in accordance with the OSHA Reference Method (ORM) located in Appendix A of the federal OSHA Construction Regulations for Asbestos, 29 CFR 1926.1101.

Abatement Contractor shall conduct daily full-shift monitoring that is representative of the exposure of each employee on the work site. Determinations of employee exposure shall be made from breathing zone air samples that are representative of the 8-hour time-weighted average (TWA) and 30-minute short-term exposure of each employee. Daily monitoring shall begin when any work activity may disturb ACM, or when employees may otherwise be exposed to airborne asbestos fibers. Air monitoring that is representative of the exposure of each employee on the work site can be provided by sampling all employees or by sampling one or more employees reasonably expected to have the highest exposure and applying the sampling results to the appropriate remaining exposed employees.

- C. All air samples collected as part of this project must be analyzed by an AIHA-accredited laboratory. All air sampling shall be performed by a qualified air sampling technician. A qualified air sampling technician is a person qualified by training or experience to collect air samples for asbestos determination. This technician shall be familiar with sampling techniques, equipment, calibration techniques, and work practices useful for controlling air

contamination. Abatement Contractor shall bear all of the costs associated with his sampling and analysis. **All Abatement Contractor air samples shall be analyzed on a "rush" basis, and the results shall be posted on the job site within 24 hours from the termination of each day's sampling.**

- D. The performance and execution of the air sampling will be closely monitored by the IHC. Written copies of Abatement Contractor's air sample results and supporting daily logs shall be provided to the IHC within 24 hours of completing the sample collection. Additional air sampling may be conducted by the IHC to confirm results obtained by the Abatement Contractor.

3.06 CLEANING AND FINAL DECONTAMINATION

- A. After the removal of asbestos has been completed and before the containment barriers are dismantled, the entire area shall be thoroughly wet cleaned and/or vacuumed with HEPA-filtered vacuum cleaners. All loose dust and debris shall be removed from the walls and floors of the containment and from all equipment within the containment area. (There shall be no residual ACM remaining on equipment at this time.) Following a 24-hour waiting period to allow dust to settle, a second thorough cleaning shall be performed. The second cleaning shall also use wet wiping and/or HEPA-vacuuming techniques. After the second cleaning has been performed, the final visual inspection described in Section 3.07 of this specification will be performed. After the visual inspection has been completed and successfully passed, the Abatement Contractor shall apply an approved "lock-down" encapsulant to the entire interior of the contained work area. The encapsulant must be completely dry, typically 12-24 hours after application, before the final clearance air sampling described in paragraph 3.07 B can be started.
- B. Where glove bags have been used and no bags have broken, or there is no other reason to believe that the area inside the secondary barrier has been contaminated, no cleaning of the area will be required prior to final inspection and testing in accordance with Section 3.07 of this specification. If the results of the final testing are not satisfactory, then the cleaning requirements of Section 3.06 A of this specification shall apply.
- C. After the decontamination levels specified have been confirmed through the final testing specified herein, the containment enclosure and critical barriers shall be removed, and the plastic, tape, disposable equipment and material from equipment room and shower room bagged and disposed as asbestos waste. All reusable contaminated equipment, such as masks, hard hats, etc., shall be thoroughly decontaminated through wet cleaning or properly packaged prior to transport off the site.
- D. The Abatement Contractor shall perform a final cleaning using HEPA vacuums and wet-wiping of the entire work area after removal of the containment enclosure.

- E. A final inspection of the work area after the removal of the containment will be conducted by the IHC to ensure no dust or debris remains anywhere as the result of the abatement operations. If necessary, the Abatement Contractor will again clean the area to the satisfaction of the IHC.

3.07 FINAL INSPECTION AND TESTING

- A. After a thorough cleaning of the workspace, and a high degree of cleanliness has been achieved and the area has been verified to be clean by the project supervisor, the IHC shall be notified that the workspace is ready for inspection and final testing. The IHC will visually inspect the workspace for the detection of any visible asbestos dust or contamination. If the results of the visual inspection are not satisfactory, a thorough wet cleaning and/or HEPA vacuuming shall be repeated until the required cleanliness is achieved. If the visual inspection does not detect dust or other signs of contamination, the final clearance testing will commence.
- B. Final testing shall be conducted by the IHC and may consist of aggressive air sampling in the workspace. Fans shall be run in the area and/or sweeping conducted while representative air samples are taken. A large enough air sample shall be taken to allow detection of airborne fibers to a concentration of 0.005 fibers/cc of air. The work area shall be certified as clean when the total airborne fiber concentrations are less than 0.01 fibers/cc using phase contrast microscopy (NIOSH Method 7400). At the option of the IHC, dust samples may be taken to be analyzed for asbestos content to confirm the results of the air sampling. At the option of the IHC, electron microscopy may be employed to confirm the results of the final testing. If the results of the final testing are not satisfactory, a thorough wet cleaning and/or HEPA vacuuming shall be repeated until the required decontamination levels are achieved.
- C. The decision of the IHC is final as to whether work areas pass visual inspection and clearance air sampling.

3.08 RESPONSIBILITY FOR DAMAGES

Any damages to the finishes, floors, walls, or any other item or fixture or equipment that are the result of actions by Abatement Contractor personnel in the areas where abatement is not scheduled to occur shall be repaired to their original condition without any additional cost to the Owner. A comparison of the Pre-construction inspection report shall be the basis for the assessment of damages to be addressed at the Substantial Completion Meeting. If no additional modification of the workspace will take place, all removable equipment and fixtures will be reinstalled in the space.

END OF SPECIFICATION

UNIT COST SHEET

Bidders shall provide the following unit prices for the removal, hauling and disposal of specified ACM. These unit prices shall be used in the event that change orders for the Contractor or credits to the Owner become necessary.

\$ _____ /2"- diameter fitting (ACM insulation on pipe fittings)

\$ _____ /4"- diameter fitting (ACM insulation on pipe fittings)

\$ _____ /6"- diameter fitting (ACM insulation on pipe fittings)

\$ _____ /8"- diameter fitting (ACM insulation on pipe fittings)

\$ _____ /10"- diameter fitting (ACM insulation on pipe fittings)

\$ _____ /2"- diameter (ACM insulation on pipes)

\$ _____ /4"- diameter (ACM insulation on pipes)

\$ _____ /6"- diameter (ACM insulation on pipes)

\$ _____ / 8"- diameter (ACM insulation on pipes)

\$ _____ / 10"- diameter (ACM insulation on pipes)

\$ _____ /ft² Floor Tile Only (exposed on concrete)

\$ _____ /ft² Floor Tile and Mastic (exposed on concrete)

\$ _____ /ft² Floor Tile & Mastic Under Non-ACM Sheet Vinyl Flooring (concrete substrate)

\$ _____ /ft² Floor Tile & Mastic Under ACM Sheet Vinyl Flooring (concrete substrate)

\$ _____ /ft² Floor Tile & Mastic Under Glued-Down Carpeting (concrete substrate)

\$ _____ /ft² Floor Tile Mastic Under Glued-Down Carpeting (concrete substrate)

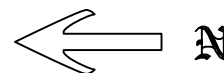
- \$ _____ /ft² Plaster (scratch coat and skim coat on metal lath substrate)
- \$ _____ /ft² Fireproofing overspray (drywall substrate)
- \$ _____ /ft² Fireproofing overspray (cinderblock or plaster substrate)
- \$ _____ /ft² Wall System With ACM Joint Compound (1 layer)
- \$ _____ /ft² Wall System With ACM Joint Compound (2 layers)
- \$ _____ /ft² Wall System on ACM Plaster and Lath Substrate (1 layer of drywall)
- \$ _____ /ft² Wall System on ACM Plaster and Lath Substrate (2 layers of drywall)

Asbestos Material Survey : Basement Level



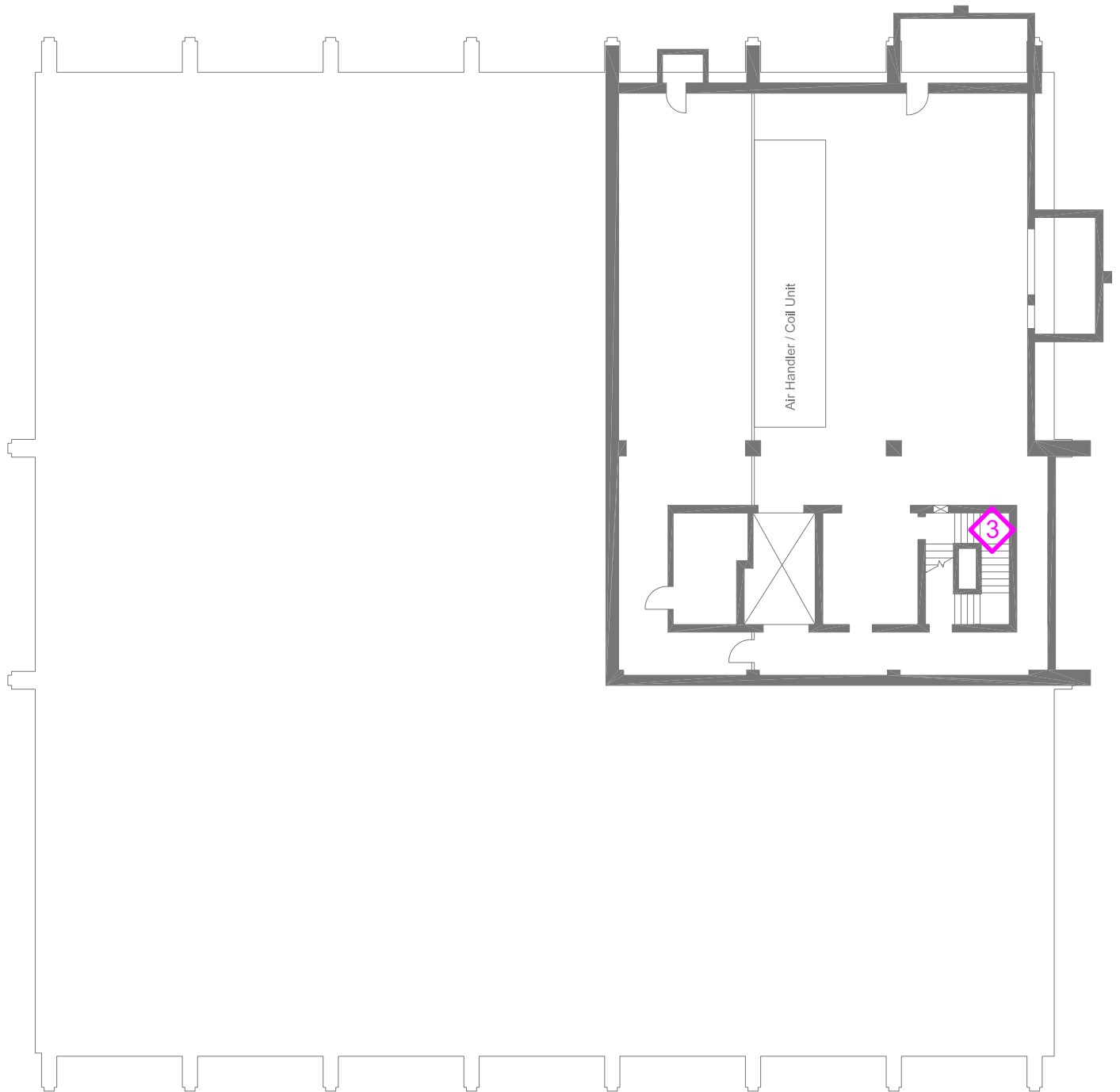
Explanation

- Sample Location and Number
- Number of Pipe Fittings With Asbestos-containing Insulation
- Asbestos-containing Pipe Insulation
- Asbestos-containing Tank Insulation



CLIENT INFO. University of Utah College of Nursing Salt Lake City, Utah		PROJECT No.: 08A-1020 CAD No.: 08A1020A-1
	Approximate Scale 	DRAWN BY: S. Rahman DATE: 4/14/08 REVISED BY: DATE:

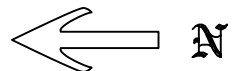
Hazardous Material Survey : Basement Level



EXPLANATION



Number of Mercury Vapor Fluorescent Light Tubes in the Area



CLIENT INFO.

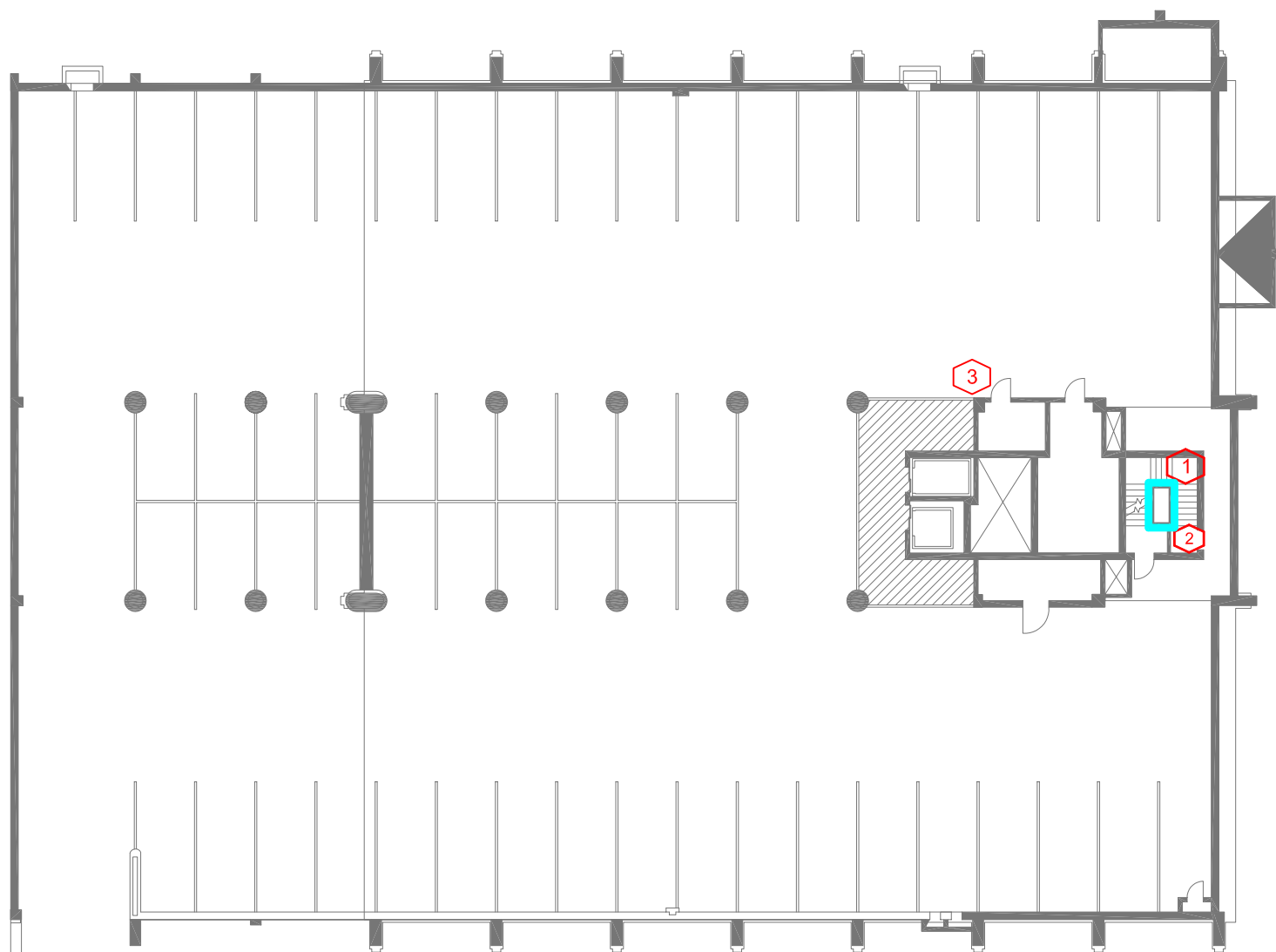
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020A-2
DRAWN BY:	S. Rahman
DATE:	4/14/08
REVISED BY:	
DATE:	

Asbestos Material Survey : Lower Level Parking



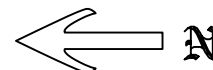
Explanation



Sample Location and Number



Asbestos-containing Wall Board Joint Compound



CLIENT INFO.

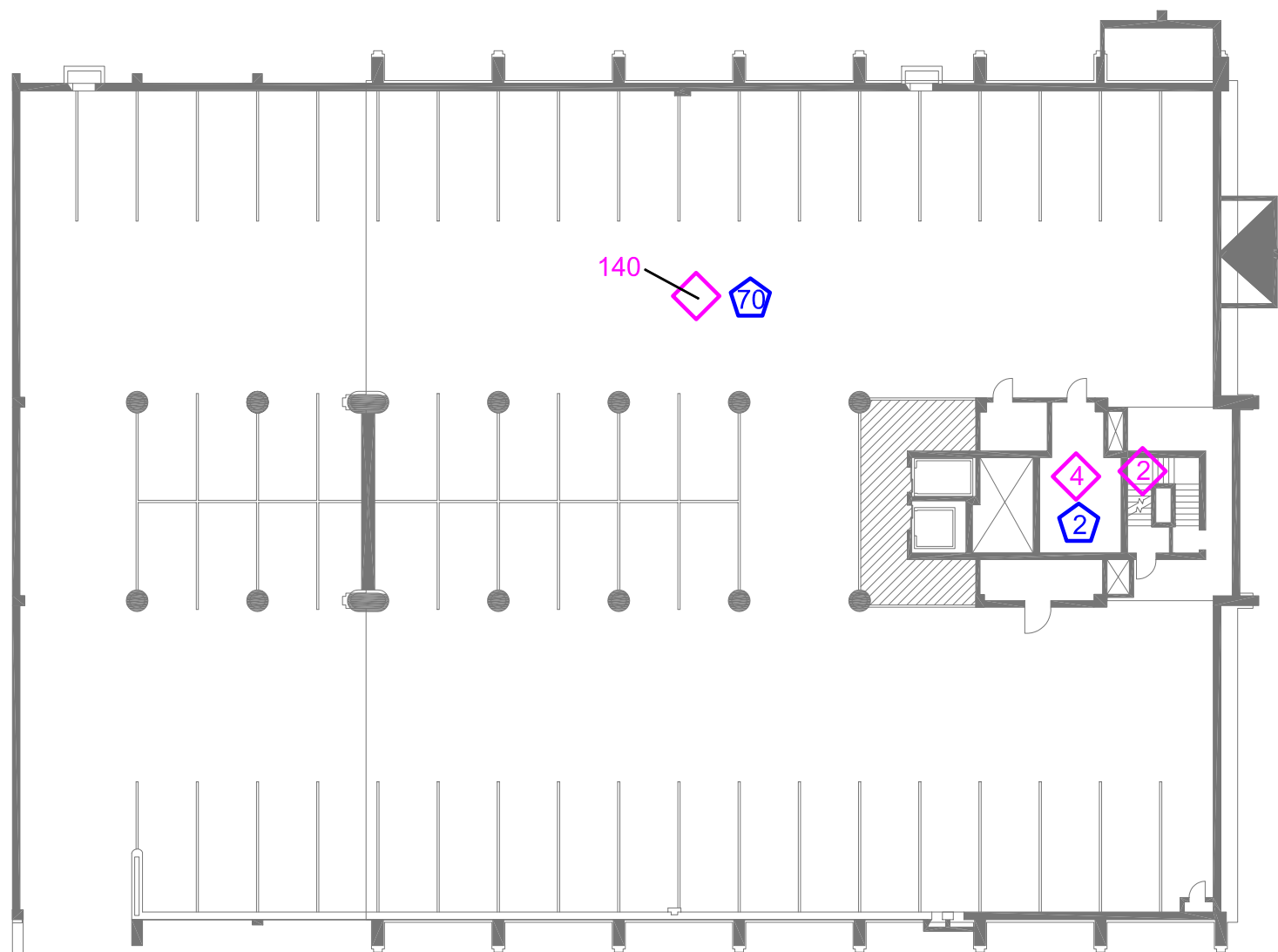
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020B-1
DRAWN BY:	S. Rahman
DATE:	4/14/08
REVISED BY:	
DATE:	

Hazardous Material Survey : Lower Level Parking



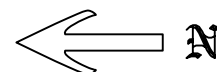
EXPLANATION



Number of Mercury Vapor Fluorescent Light Tubes in the Area



Number of Suspected PCB Containing Light Fixture Ballasts in the Area



CLIENT INFO.

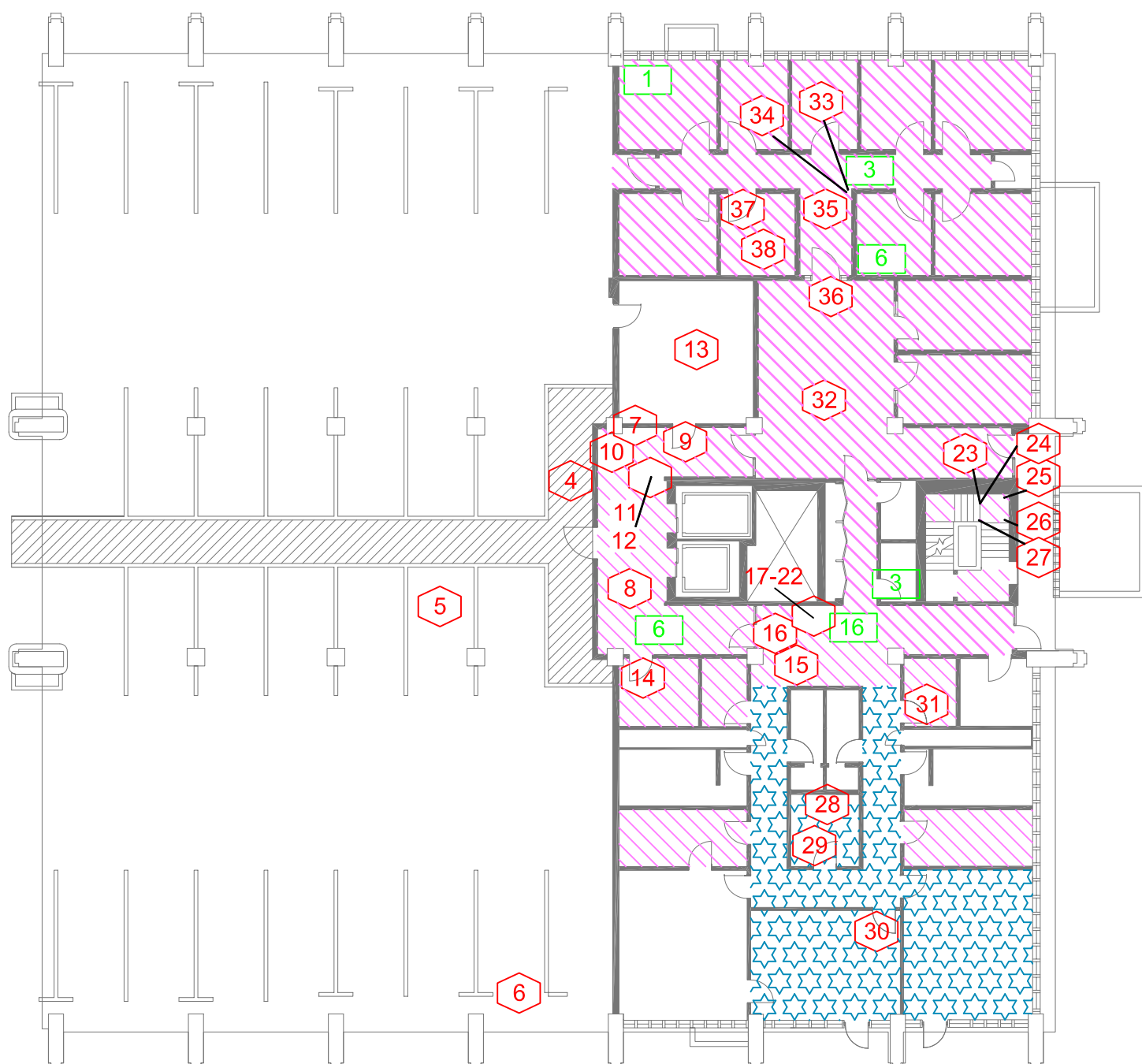
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020B-2
DRAWN BY:	S. Rahman
DATE:	4/14/08
REVISED BY:	
DATE:	

Asbestos Material Survey : First Level



Explanation



Sample Location and Number



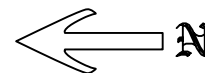
Number of Pipe Fittings With Asbestos-containing Insulation



Asbestos-containing Mastic Only



Asbestos-containing Floor Tile and Mastic



CLIENT INFO.

University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL



Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020C-1
DRAWN BY:	S. Rahman
DATE:	4/14/08
REVISED BY:	
DATE:	

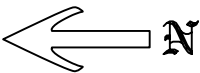
Asbestos Material Survey : First Level (Ceiling Plan)




Explanation

-  Asbestos-containing Ceiling Tiles
-  Asbestos-containing Fire Proofing

Note: Non-asbestos-containing Ceiling Tiles
Are Contaminated With Asbestos-containing
Fire Proofing Where It Exists






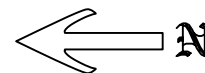
CLIENT INFO. University of Utah College of Nursing Salt Lake City, Utah	 ENVIRONMENTAL	PROJECT No.: 08A-1020
		CAD No.: 08A1020C-2
		DRAWN BY: S. Rahman
		DATE: 4/14/08
	Approximate Scale 20 ft	REVISED BY:
		DATE:

Hazardous Material Survey : First Level



EXPLANATION

-  # Number of Mercury Vapor Fluorescent Light Tubes in the Area
-  # Number of Suspected PCB Containing Light Fixture Ballasts in the Area
-  CFC Containing Refrigeration Units



CLIENT INFO.

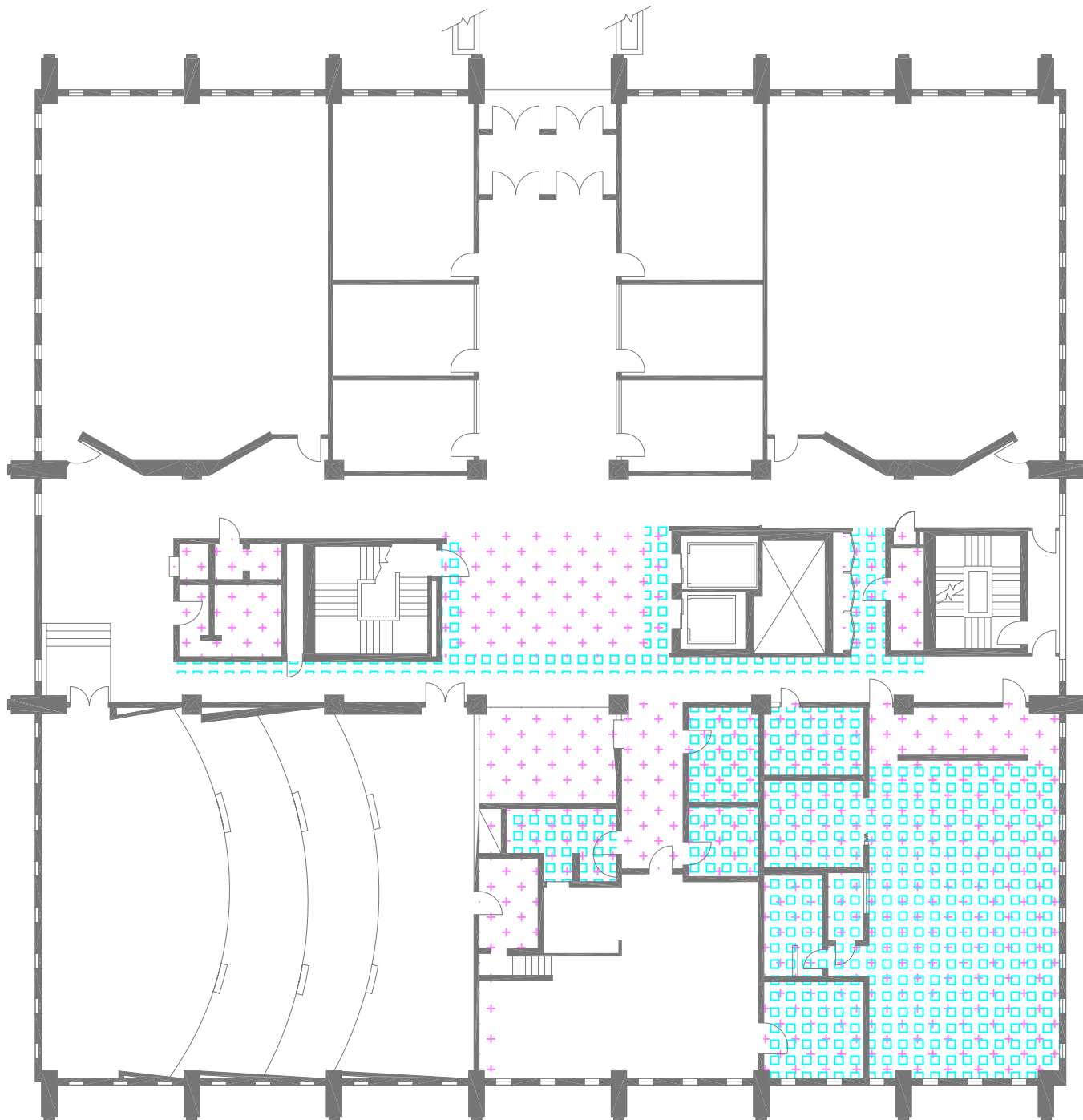
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020C-3
DRAWN BY:	S. Rahman
DATE:	4/14/08
REVISED BY:	
DATE:	

Asbestos Material Survey : Second Level (Ceiling Plan)



Explanation



Asbestos-containing Ceiling Tiles



Asbestos-containing Fire Proofing

Notes:

Non-asbestos-containing Ceiling Tiles Are Contaminated With Fireproofing Where It Exists

CLIENT INFO.

University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.: 08A-1020

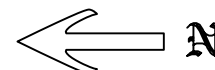
CAD No.: 08A1020D-2

DRAWN BY: S. Rahman

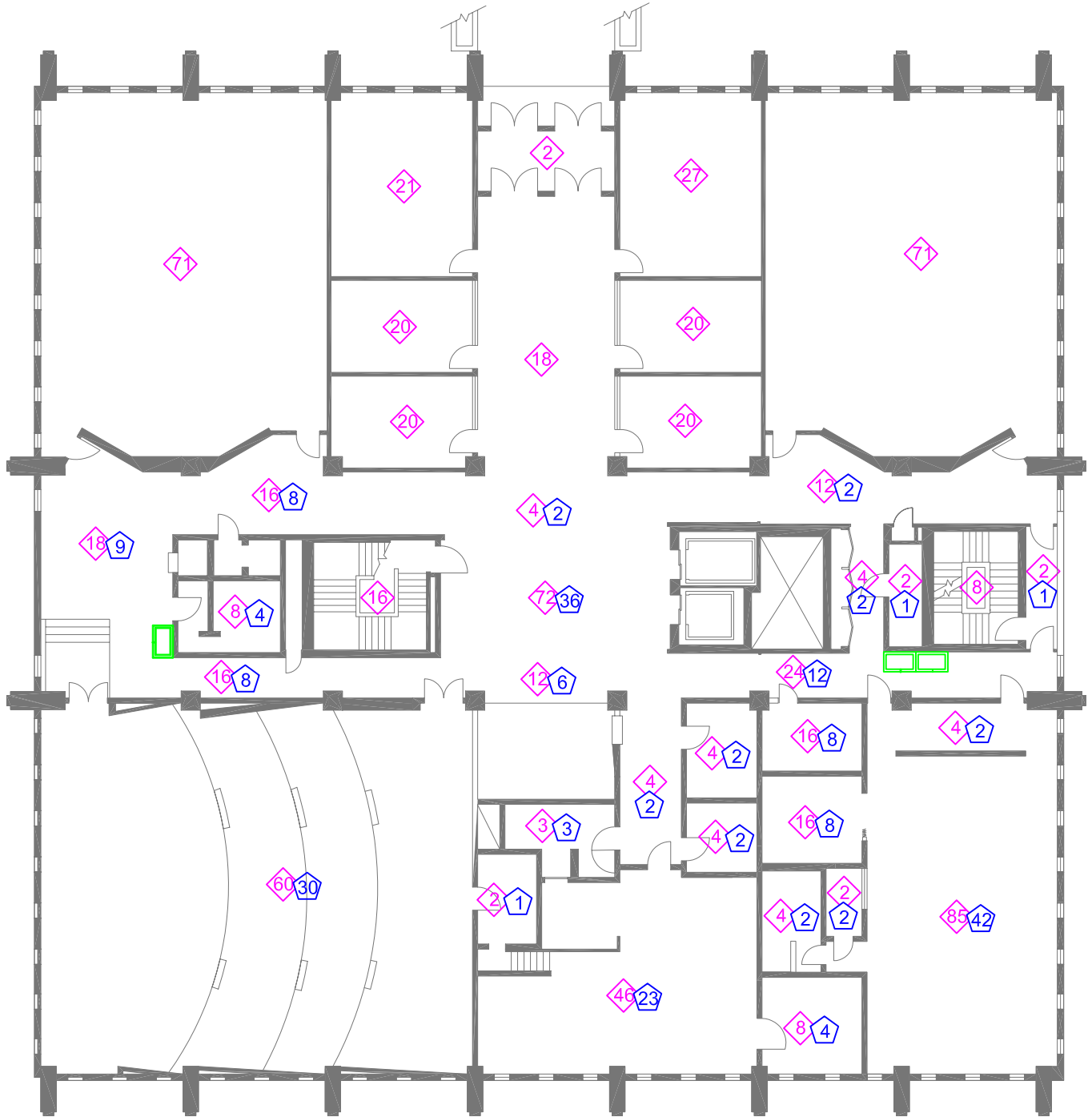
DATE: 4/15/08

REVISED BY:




DATE:

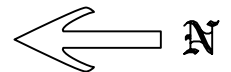



Hazardous Material Survey : Second Level



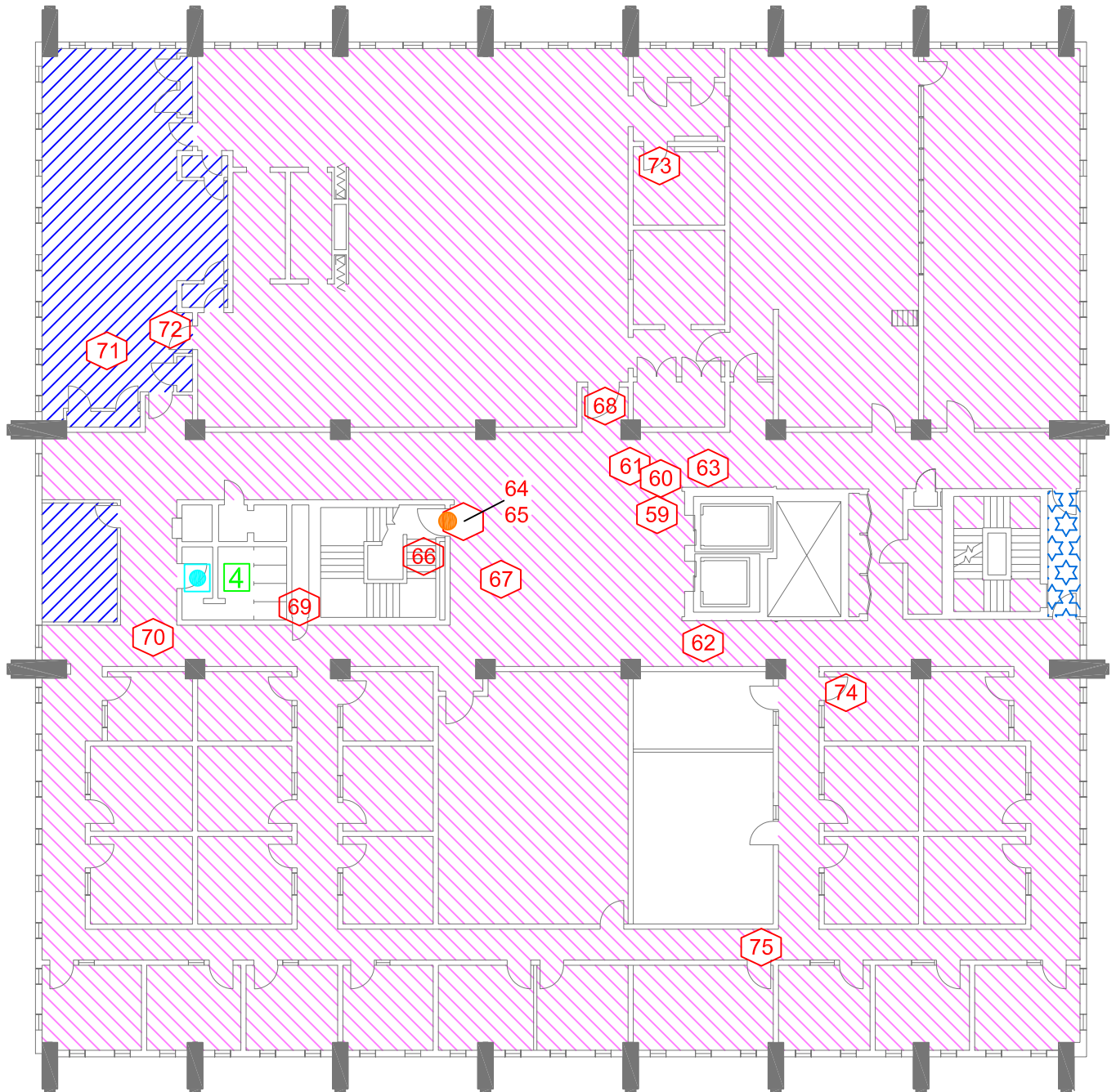
EXPLANATION

-  Number of Mercury Vapor Fluorescent Light Tubes in the Area
-  Number of Suspected PCB Containing Light Fixture Ballasts in the Area
-  CFC Containing Refrigeration Units



CLIENT INFO. University of Utah College of Nursing Salt Lake City, Utah		PROJECT No.: 08A-1020
		CAD No.: 08A1020D-3
		DRAWN BY: S. Rahman
		DATE: 4/15/08
	Approximate Scale 20 ft	REVISED BY:
		DATE:

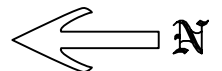
Asbestos Material Survey : Third Level



Explanation

- # Sample Location and Number
- # Number of Pipe Fittings With Asbestos-containing Insulation
- Light Fixture With Asbestos-containing Wire Insulation
- Asbestos-containing Mastic Only
- Asbestos-containing Floor Tile and Mastic
- Asbestos-containing Floor Tile Only
- Asbestos-containing Fire Doors

Notes: Asbestos-containing wall board joint compound throughout.



CLIENT INFO.

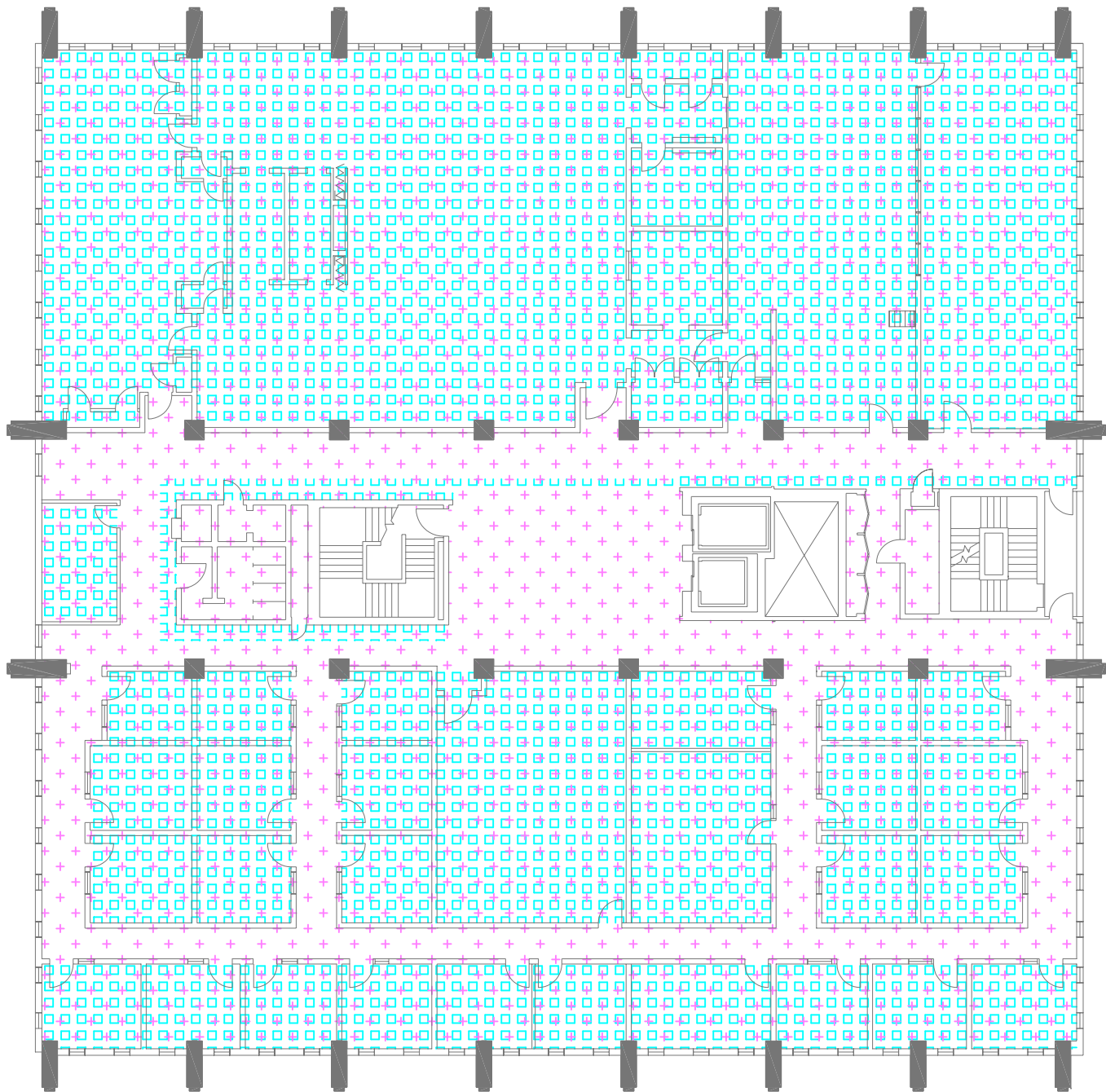
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020E-1
DRAWN BY:	S. Rahman
DATE:	4/15/08
REVISED BY:	
DATE:	

Asbestos Material Survey : Third Level (Ceiling Plan)



Explanation



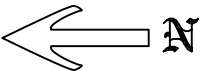
Asbestos-containing Ceiling Tiles



Asbestos-containing Fire Proofing

Note:

Non-asbestos-containing Ceiling Tiles Are Contaminated With Asbestos-containing Fire Proofing Where It Exists



CLIENT INFO.

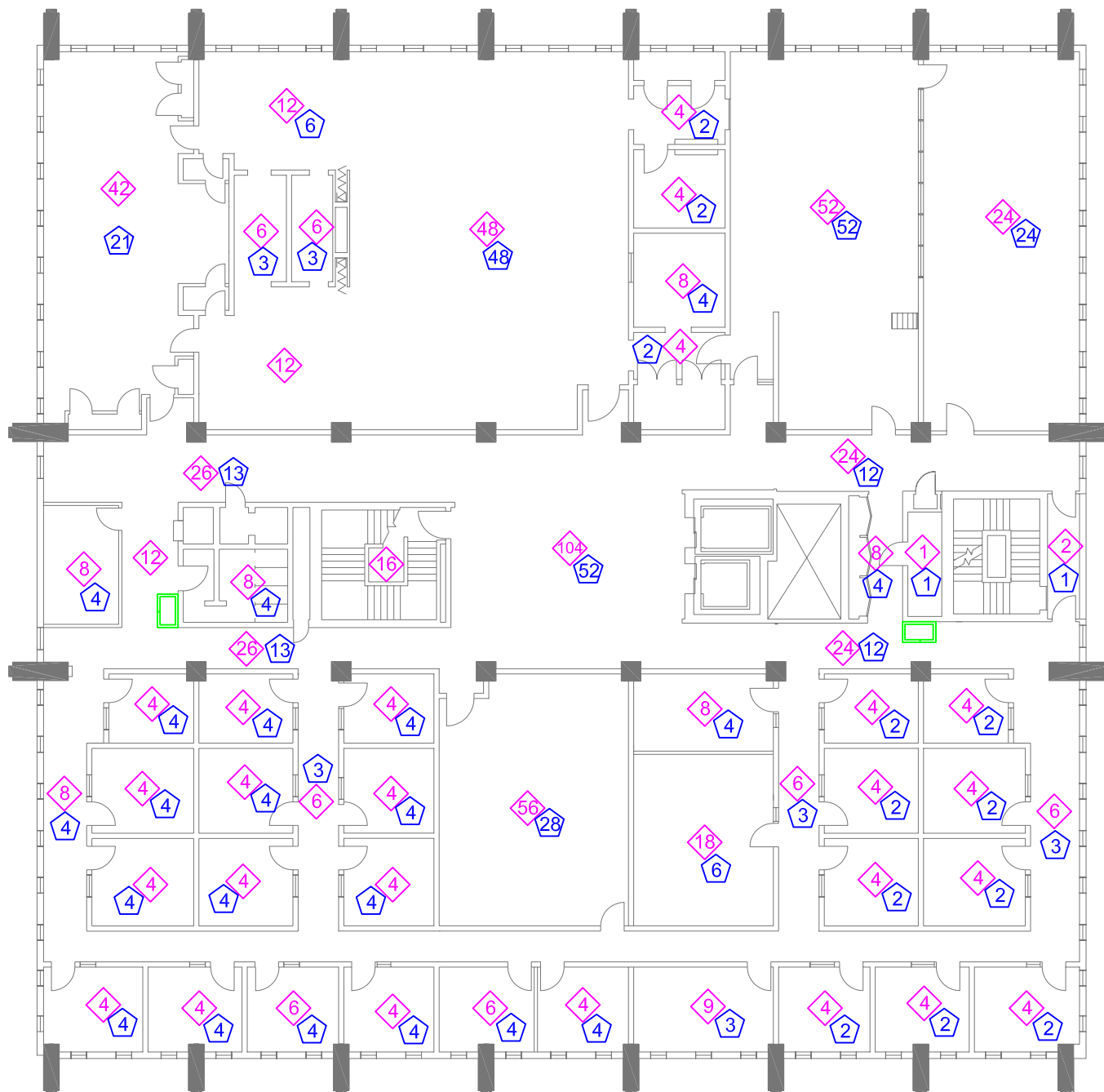
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

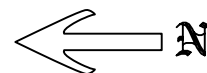
PROJECT No.:	08A-1020
CAD No.:	08A1020E-2
DRAWN BY:	S. Rahman
DATE:	4/15/08
REVISED BY:	
DATE:	

Hazardous Material Survey : Third Level



EXPLANATION

- Number of Mercury Vapor Fluorescent Light Tubes in the Area
- Number of Suspected PCB Containing Light Fixture Ballasts in the Area
- CFC Containing Refrigeration Units



CLIENT INFO.

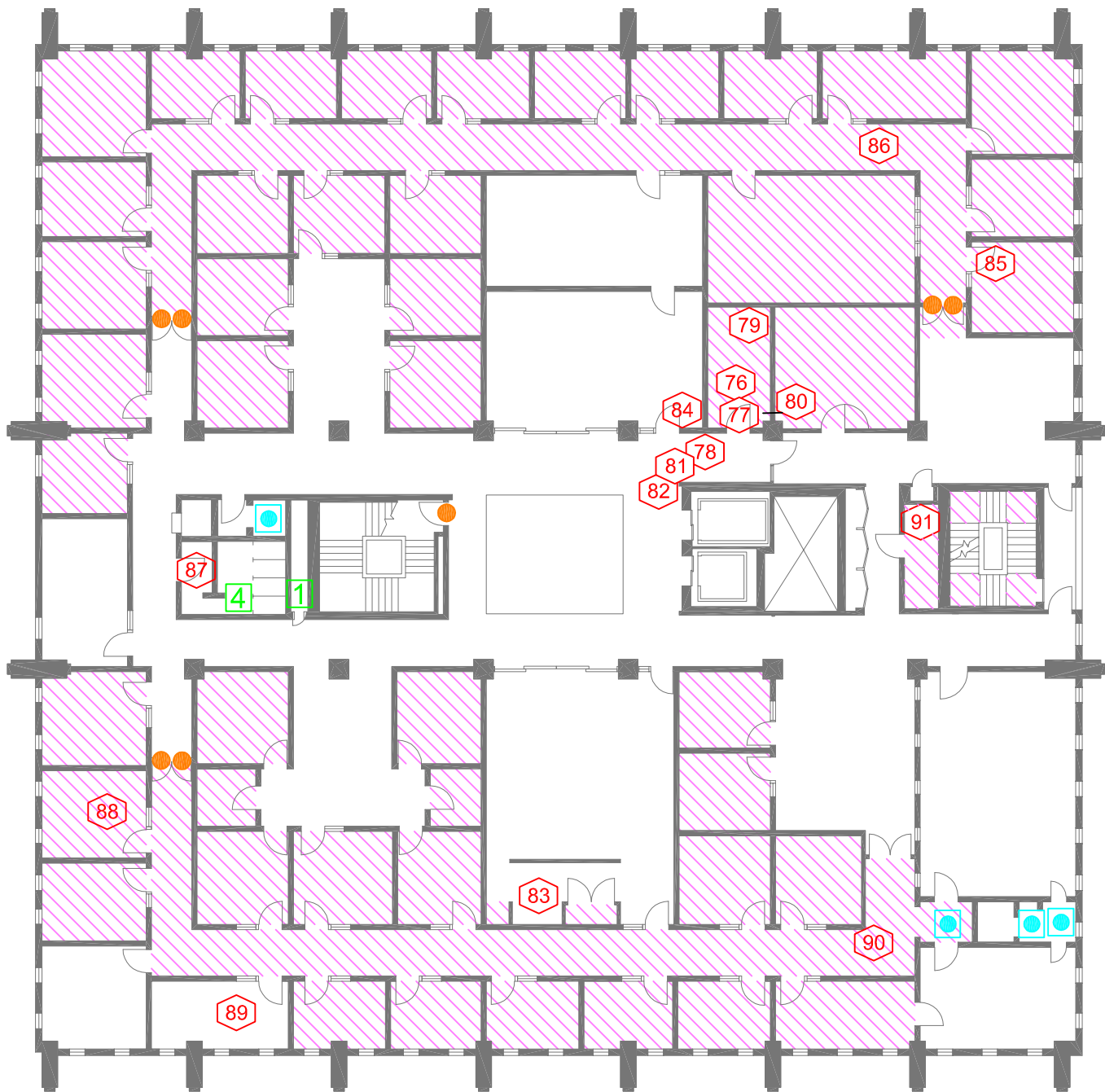
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020E-3
DRAWN BY:	S. Rahman
DATE:	4/15/08
REVISED BY:	
DATE:	

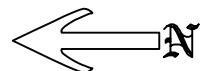
Asbestos Material Survey : Fourth Level




Explanation

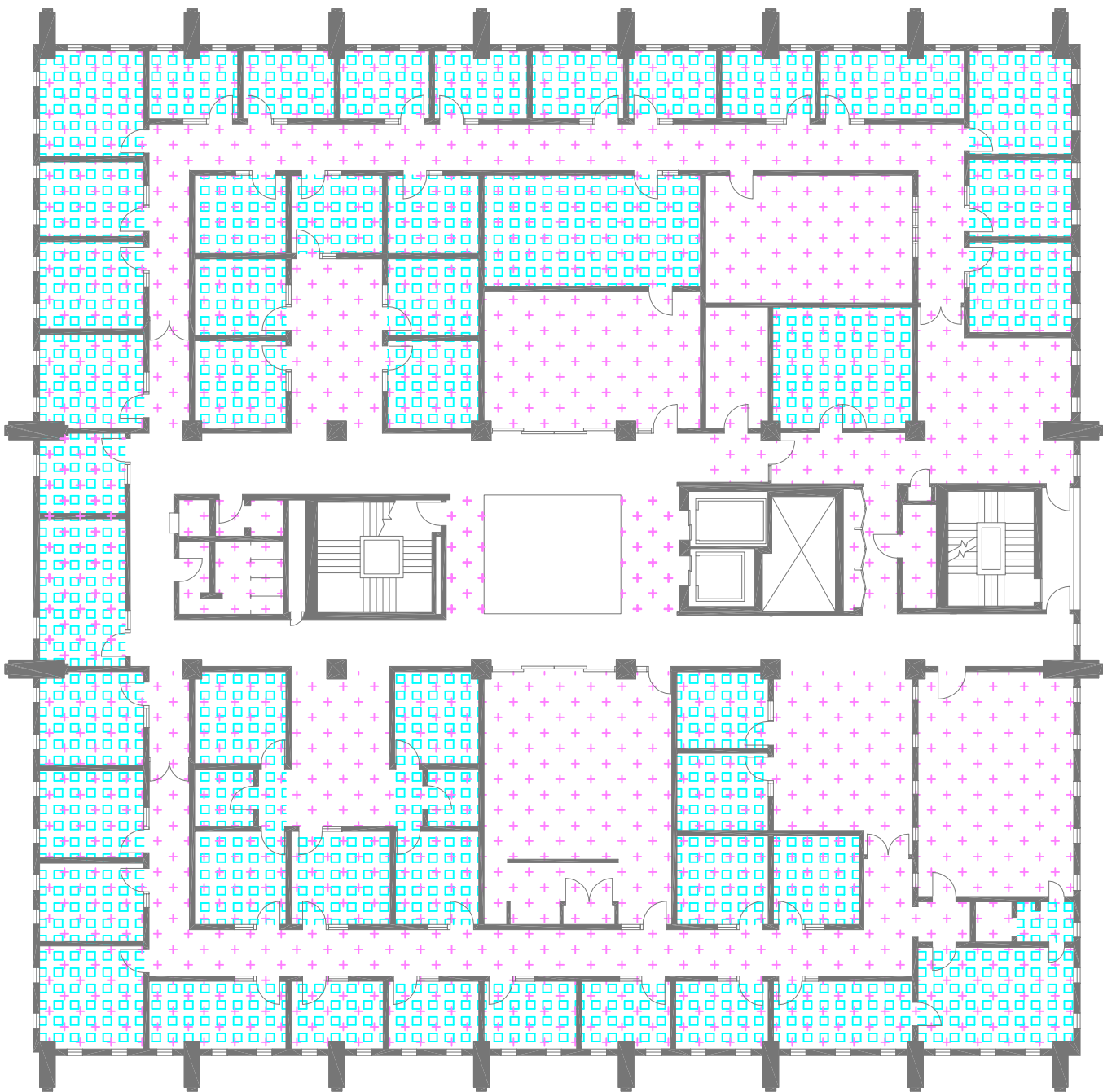
- # Sample Location and Number
- # Number of Pipe Fittings With Asbestos-containing Insulation
- Light Fixture With Asbestos-containing Wire Insulation
- Asbestos-containing Floor Tile and Mastic
- Asbestos-containing Fire Doors

Note:
Asbestos-containing wall board joint compound throughout.





CLIENT INFO. University of Utah College of Nursing Salt Lake City, Utah			PROJECT No.: 08A-1020
			CAD No.: 08A1020F-1
	Approximate Scale 20 ft		DRAWN BY: S. Rahman
			DATE: 4/15/08
			REVISD BY:
		DATE:	


Asbestos Material Survey : Fourth Level (Ceiling Plan)

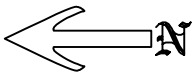


Explanation

-  Asbestos-containing Ceiling Tiles
-  Asbestos-containing Fire Proofing

Notes:
Non-asbestos-containing Ceiling Tiles Are Contaminated With Fireproofing Where It Exists




CLIENT INFO. University of Utah College of Nursing Salt Lake City, Utah	 Approximate Scale 20 ft	PROJECT No.: 08A-1020
		CAD No.: 08A1020F-2
		DRAWN BY: S. Rahman
		DATE: 4/15/08
		REVISED BY: DATE:

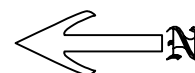


Hazardous Material Survey : Fourth Level



EXPLANATION

-  # Number of Mercury Vapor Fluorescent Light Tubes in the Area
-  # Number of Suspected PCB Containing Light Fixture Ballasts in the Area
-  CFC Containing Refrigeration Units



CLIENT INFO.

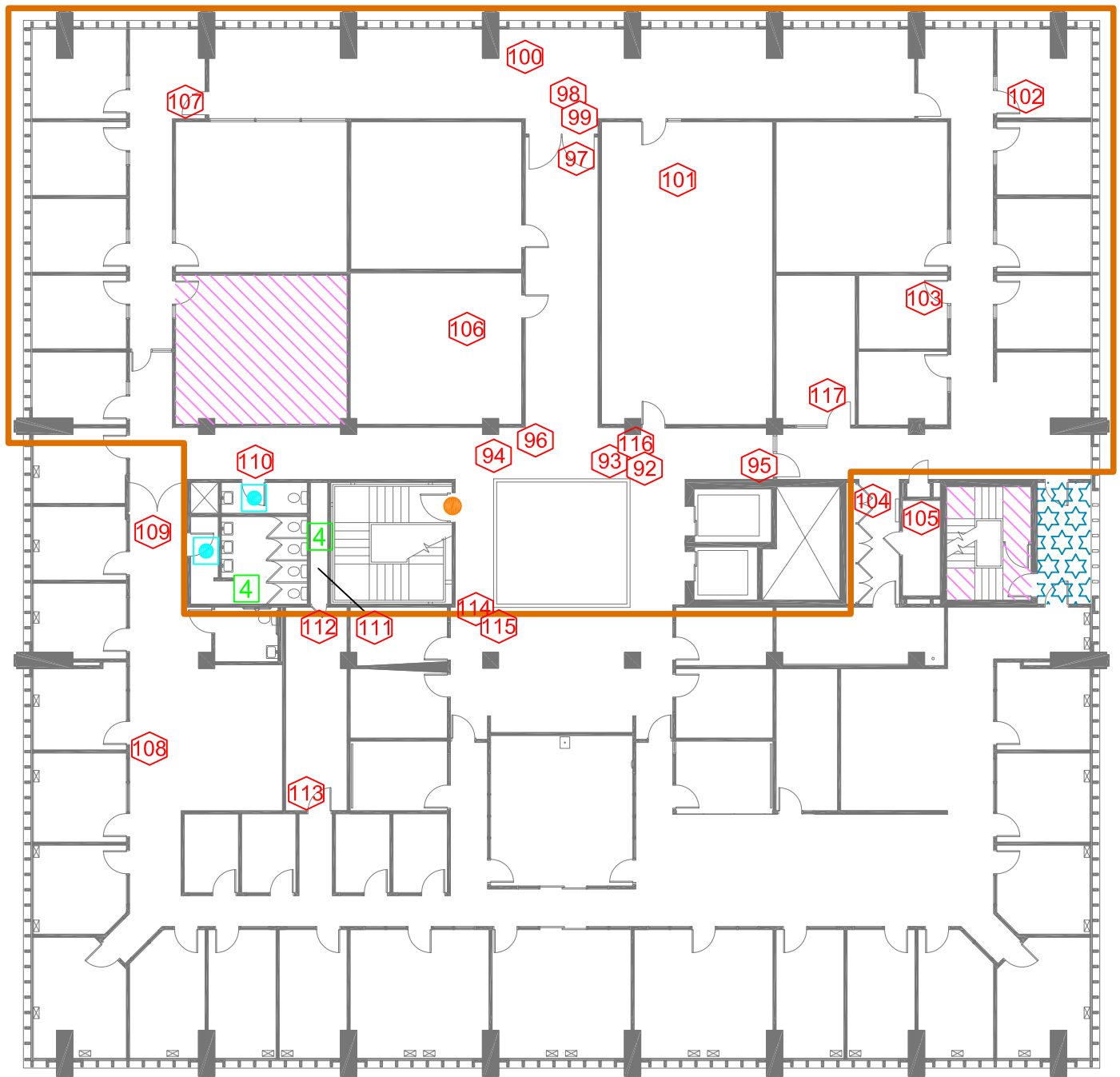
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

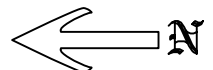
PROJECT No.:	08A-1020
CAD No.:	08A1020F-3
DRAWN BY:	S. Rahman
DATE:	4/16/08
REVISED BY:	
DATE:	

Asbestos Material Survey : Fifth Level



Explanation

- # Sample Location and Number
- # Number of Pipe Fittings With Asbestos-containing Insulation
- Light Fixture With Asbestos-containing Wire Insulation
- Asbestos-containing Floor Tile and Mastic
- Asbestos-containing Floor Tile Only
- Asbestos-containing Fire Doors
- Asbestos-containing wallboard joint compound within outlined area.



CLIENT INFO.

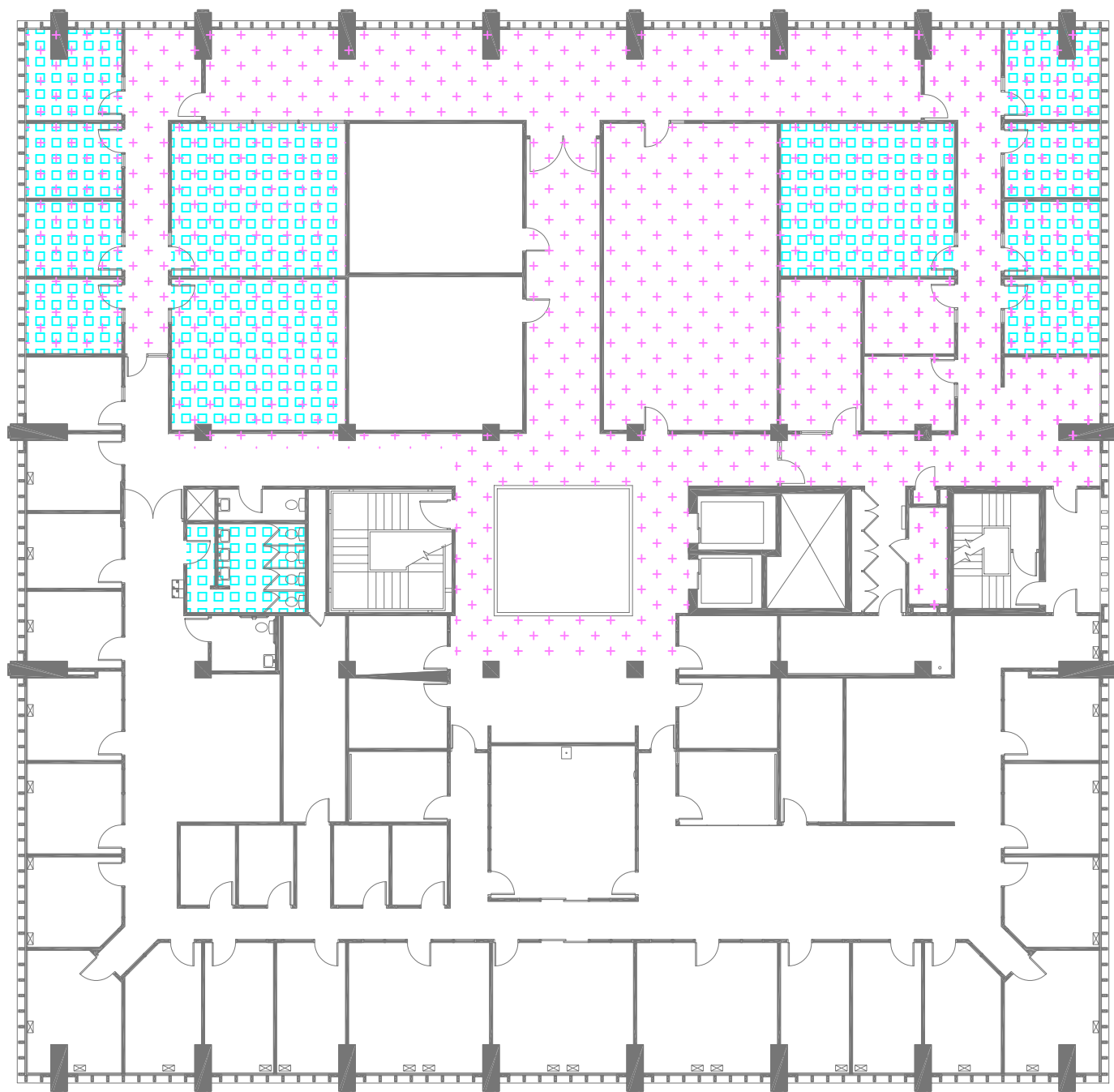
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020G-1
DRAWN BY:	S. Rahman
DATE:	4/16/08
REVISED BY:	
DATE:	

Asbestos Material Survey : Fifth Level (Ceiling Plan)



Explanation



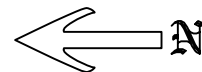
Asbestos-containing Ceiling Tiles



Asbestos-containing Fire Proofing

Notes:

Non-asbestos-containing Ceiling Tiles Are Contaminated With Fireproofing Where It Exists



CLIENT INFO.

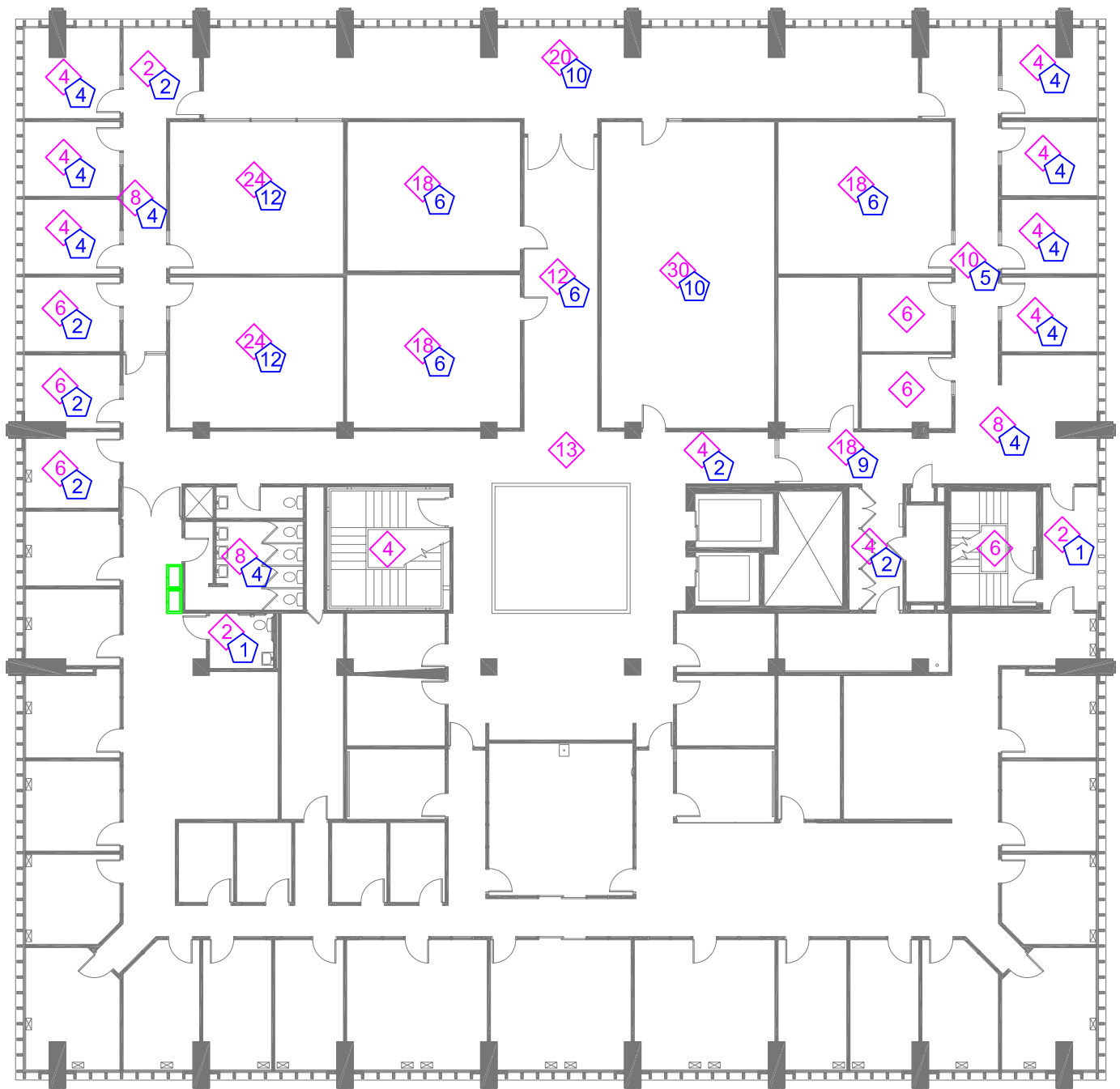
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL




Approximate Scale
20 ft

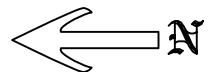
PROJECT No.:	08A-1020
CAD No.:	08A1020G-2
DRAWN BY:	S. Rahman
DATE:	4/16/08
REVISED BY:	
DATE:	


Hazardous Material Survey : Fifth Level



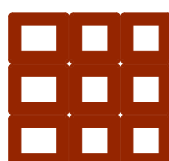
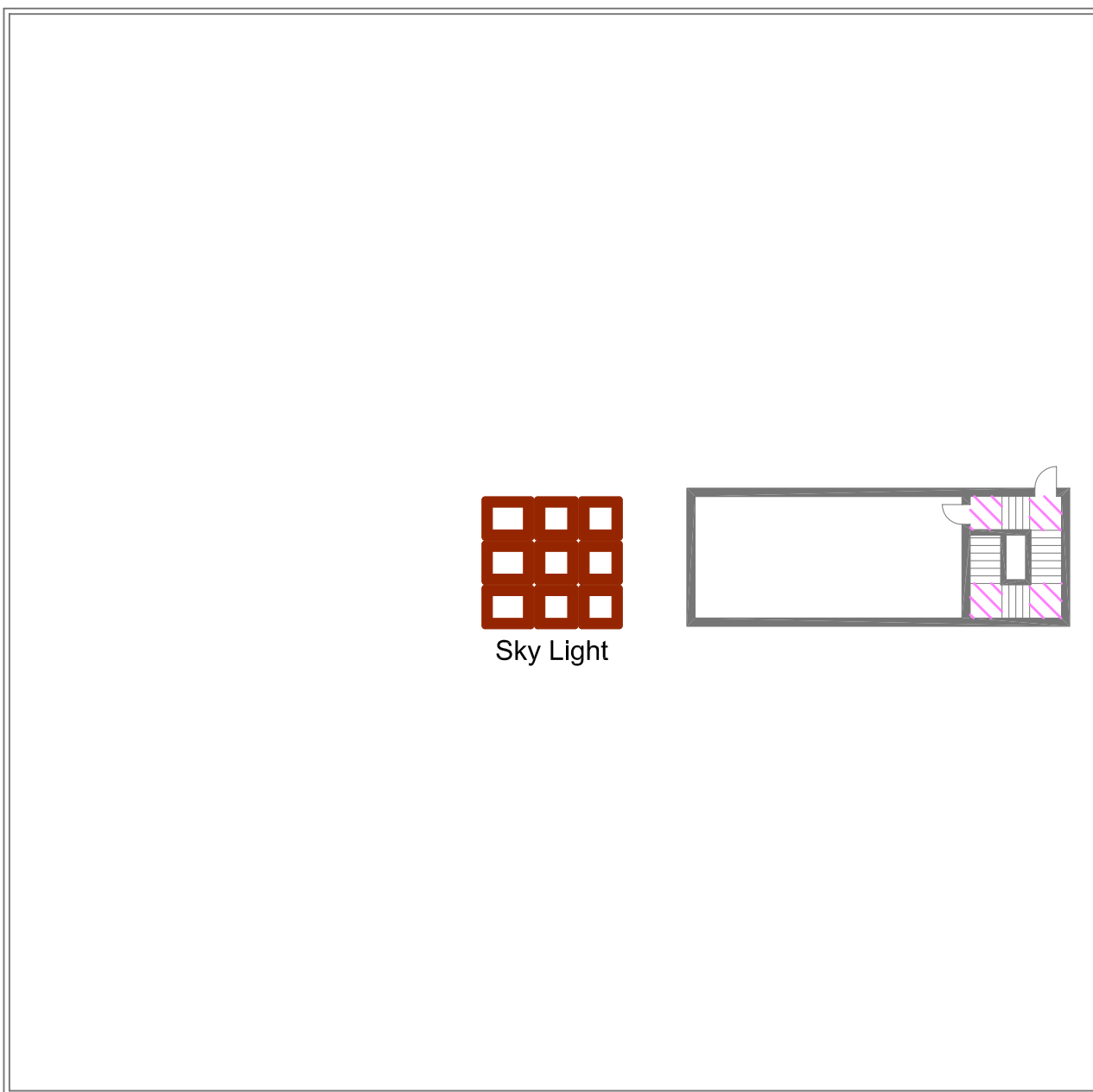
EXPLANATION

-  Number of Mercury Vapor Fluorescent Light Tubes in the Area
-  Number of Suspected PCB Containing Light Fixture Ballasts in the Area
-  CFC Containing Refrigeration Units

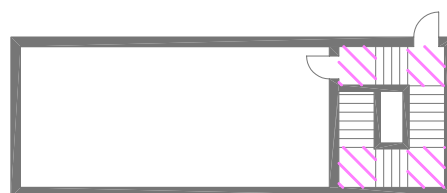


CLIENT INFO. University of Utah College of Nursing Salt Lake City, Utah		PROJECT No.: 08A-1020
		CAD No.: 08A1020G-3
		DRAWN BY: S. Rahman
		DATE: 4/16/08
	Approximate Scale 20 ft	REVISED BY:
	DATE:	



Asbestos Material Survey : Penthouse / Roof



Sky Light



Explanation

-  Assumed Asbestos-containing Tar Sealant
-  Asbestos-containing Floor Tile and Mastic



CLIENT INFO.

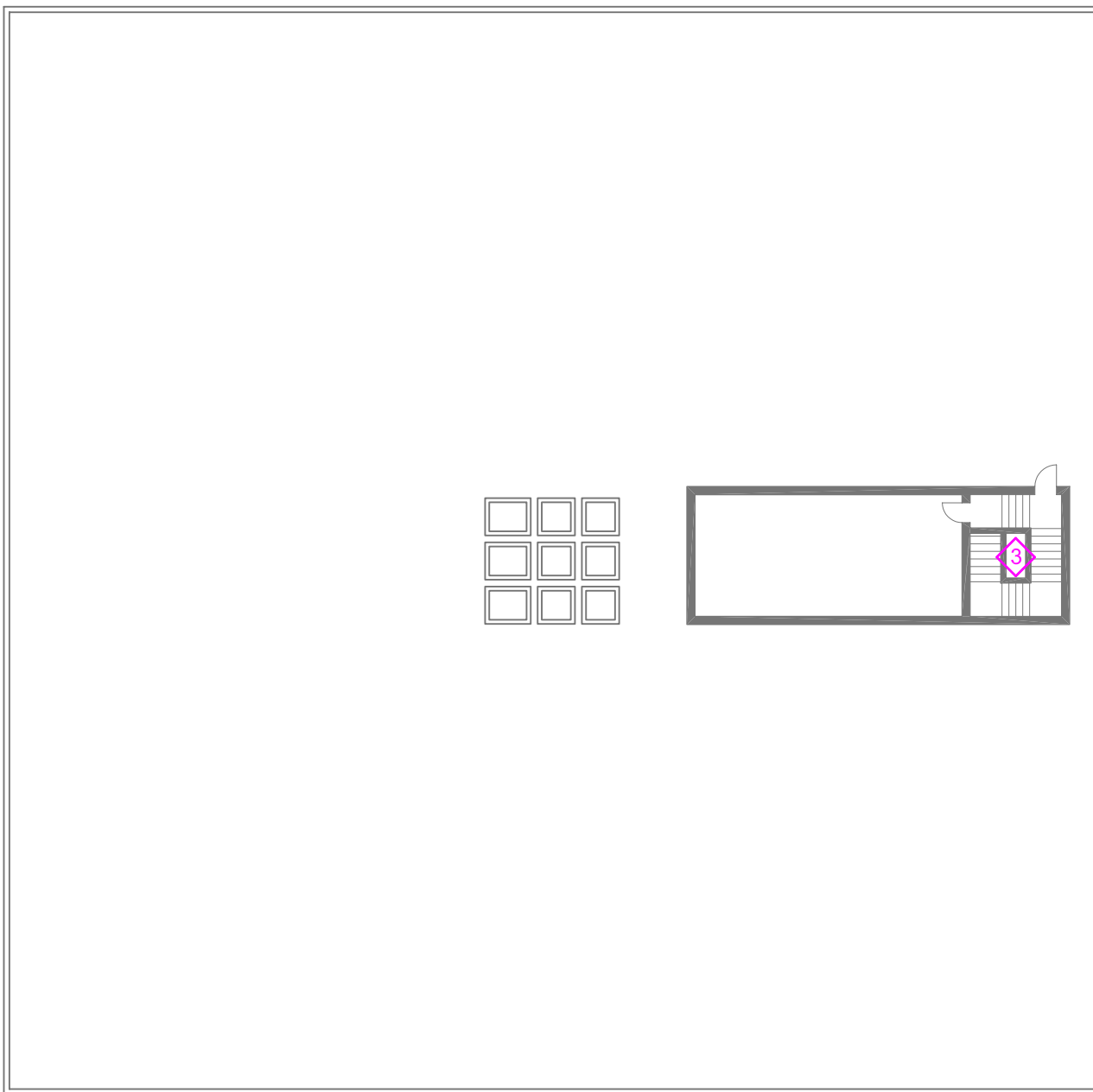
University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020H-1
DRAWN BY:	S. Rahman
DATE:	4/16/08
REVISED BY:	
DATE:	

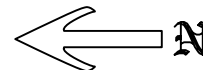
Hazardous Material Survey : Penthouse / Roof



EXPLANATION



Number of Mercury Vapor Fluorescent Light Tubes in the Area



CLIENT INFO.

University of Utah
College of Nursing
Salt Lake City, Utah

IHI
ENVIRONMENTAL

Approximate Scale
20 ft

PROJECT No.:	08A-1020
CAD No.:	08A1020H-2
DRAWN BY:	S. Rahman
DATE:	4/16/08
REVISED BY:	
DATE:	

PRODUCT DATA

FIBERSET® PM

DESCRIPTION

Product No.: 7470 white, 7475 clear, 7480 blue

Fiberset PM is a pre-mixed "lockdown" sealing treatment for microscopic residual fibers present after removal of asbestos containing material (ACM). Fiberset PM is a ready-to-use, class "A" fire rated coating that provides a flexible barrier over residual fibers to insure final air clearance. Fiberset PM and Fiberset FT are the only UL® classified (#R13770) lockdowns accepted for fluted, cellular and corrugated deck assemblies. Fiberset PM is compatible with most leading brands of replacement fireproofing and flooring adhesives. Fiberset PM can also be used to penetrate asbestos contaminated soil in crawl spaces. Fiberset PM is a water based nontoxic coating which employs advanced 100% acrylic resin technology to extend the life expectancy of airless spray equipment.

UL Classification: ASTM E-119

UL Category: Encapsulant Materials



PROPERTIES

- Volatile: Water
- Average particle size: 0.2 microns
- Viscosity @ 77°F: 55-60 Krebs Units
- Weight per gallon @ 77°F: 8.5 lbs.
- Film Hardness: Excellent
- Film Flexibility: Excellent
- Impact Resistance: Excellent
- Water resistance of dry film: Excellent
- Bond Strength to concrete/steel: Excellent
- Coverage: not less than 500 sq. ft./gal.
(as specified by UL)
- Flash point: Tag Closed Cup, Non-combustible
water based product.
- Dry Time 1 - 2 hours
- Shelf Life: @ 77°F, 36 months minimum, (in original factory sealed containers).
- Odor: virtually odorless.
- Finish: slight gloss
- Packaged: 5, and 55 gallon containers

APPLICATION INFORMATION

LOCKDOWN: Sealing microscopic residual fibers after asbestos removal is mandatory on every project. Prior to post-removal air monitoring, apply one coat to all exposed surfaces. Fiberset PM has been accepted as part of a UL Classified Fireproofing System for use with Retro-Guard® manufactured by W.R. Grace & Co., Conn.

PULLDOWN BY MISTING: Pulldown by misting the contaminated air is an effective technique prior to post removal air-monitoring. To pull down free-floating asbestos fibers effectively, stand in the center of the room and hold the spray gun as close to the ceiling as possible. A mist should be sprayed parallel to the ceiling in every direction or in a circle. Apply one coat to the polyethylene walls and floor.

(Over)



FIBERLOCK TECHNOLOGIES, INC.

150 Dascomb Road
Andover, MA 01810 U.S.A.
Toll Free: (800) 342-3755
Tel.: (978) 623-9987 Fax: (978) 475-6205
www.fiberlock.com

APPLICATION PROCEDURES FOR FIBERSET PM

PREPARATION

Prior to application, stir thoroughly to achieve a uniform consistency. Fiberset PM is pre-mixed, water addition is not necessary.

APPLICATION EQUIPMENT

Professional models of all brands of spray equipment can be used to successfully apply Fiberset PM. Use the settings below when applying Fiberset PM:

Pressure: 2500-2700 psi
Hose length: 100 feet
Hose diameter: 1/4 inch
Tip size: .015 - .025 (orifice size)
Fan size: 12 inches

CLEAN UP

Tools and drippings should be cleaned with soap and water before coating dries.

SHIPPING AND STORAGE INFORMATION

Shelf Life: 3 years in sealed containers

Storage Temperature: Keep from freezing. Store in a dry place at temperatures between 40°F - 100°F

Flash Point: None.

Note: Fiberset PM is part of a UL Classified Fireproofing System for use with Classified types RG and RG1 cementitious mixtures manufactured by Zonolite Construction Products Division W.R. Grace & Co., Conn.

**KEEP OUT OF REACH OF CHILDREN
FOR PROFESSIONAL USE ONLY
KEEP FROM FREEZING**

Cautions: Approved respirators must be used to prevent inhalation of asbestos fibers that may be present in the air. Protective clothing should be worn. Tools and drippings should be cleaned immediately with clean, soapy water before the coating dries. Careful consideration should be given to all Environmental Protection Agency (EPA), OSHA and state regulations in effect at the time of application of Fiberset PM. The EPA, through the Office of Pesticides and Toxic Substances has issued reports headed "Guidance for Controlling Friable Asbestos-Containing Materials in Buildings," EPA 560/5 85-024, June 1985, and "Managing Asbestos in Place, A Building Owner's Guide to Operations and Maintenance Programs for Asbestos Containing Materials," 20T-2003, July 1990, containing the proper data, cautions, and procedures for asbestos control. Copies are available from the Environmental Assistance Division, TS-799, TSCA Assistance Information Service, U.S. EPA, 401 M Street SW, Washington, DC 20460, (202) 554-1404.

Keep from freezing. Do not store at temperatures above 100°F.

These suggestions and data are based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of this product are beyond our control. Neither Fiberlock Technologies, Inc., nor our agents shall be responsible for the use or results of use of this product or any procedures or apparatus mentioned. We recommend that the prospective user determine the suitability of Fiberset PM for each specific project and for the health and safety of personnel working in the area.

MATERIAL SAFETY DATA SHEET

(Essentially similar to OSHA form 174, Sept. 1985 - For Compliance with OSHA's Hazard Communication Standard, 29CFR 1910.1200)

Section I - Product Identity:

Fiberset FT[®], (6470,6475) Fiberset PM (7470,7475, 7480)

Manufacturer's Name:

Fiberlock Technologies, Inc.
150 Dascomb Road
Andover, MA 01810

Date of Preparation: Feb 16, 2006

Information Telephone Number: (978) 623-9987

Emergency Telephone Numbers

Weekdays: (978) 623-9987

After hours, weekends & holidays:

"CHEM-TEL" Emergency Contact Number: (800) 255-3924

Section II - Hazardous Ingredients/Identity Information⁽¹⁾

HAZARDOUS COMPONENT	COMMON NAME(S)	%	CAS. NO.	OSHA PEL	OR	ACGIH TLV
Titanium dioxide	(same)	<2.0	13463-67-7			ACGIH TWA 10 mg/m ³

Section III - Physical/Chemical Characteristics [See reference note(s) No. 1, 2 on Reverse]

Boiling Points of Major Constituent: (Water)	212°F	Specific Gravity (H ₂ O=1) Wgt./gal.	8.5
Vapor Pressure (mm Hg) @ 68°F	17	Melting Point Water (Ice)	32°F
Vapor Density (AIR=1) Heavier Lighter	X	Evaporation Rate (Butyl Acetate=1)	Slower
Solubility in Water	Total	Appearance: liquid Odor: slight odor	Maximum VOC's 100 g/l (0.83 lbs/gal)

Section IV - Fire and Explosion Hazard Data (Nonflammable)

Flash Point: Noncombustible	Flammable Limits: LEL: N/A UEL:N/A	DOT Hazard Class: Not Regulated	Marking: "Keep From Freezing"
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Section V - Reactivity Data

Hazardous Polymerization: Will not occur.

Stability: Stable

Incompatibility: Avoid Contact with: Strong oxidizing agents (e.g., nitric acid, permanganates), etc.

Hazardous Decomposition Products: Some carbon monoxide.

Section VI - Health Hazard Data, Toxicity Data

Route(s) of Entry: N/A

Carcinogenicity?: No

Health Hazards (Acute and Chronic): N/A

EFFECTS OF OVEREXPOSURE: Inhalation: Vapors or spray mists may be slightly irritating to eye, nose, throat, and mucous membranes of respiratory tract producing symptoms of headache, nausea in poorly ventilated areas. Skin Contact: Prolonged or repeated contact with coating may cause slight skin irritation. Eye Contact: Direct contact; inconsequential eye irritation.

EMERGENCY AND FIRST AID PROCEDURES: Inhalation: Remove to fresh air. Eye and Skin Contact: Immediately flush eyes with plenty of water for at least 15 minutes and consult physician; wash skin thoroughly with soap and water. If drenched, remove and wash clothing before reuse. Ingestion: If swallowed, call a physician immediately. If victim is conscious, give 2 glasses of water. Never give anything to an unconscious person. Treat symptomatically.

TOXICITY INFORMATION: The effects of overexposure shown in Section VI are based on acute toxicity profiles for a number of special emulsions that are compositionally similar to this product. Typical values are: Rat, oral LD 50:>5.0 g/kg; Rabbit, dermal LD 50:>5.0 g/kg; Rabbit, skin irritation: practically non irritating --72 hour Mean Irritation Score = 0 to 2; Rabbit, eye irritation: Inconsequentially irritating.

SUPPLEMENTAL INFORMATION

To comply with New Jersey DOH Right-To-Know labeling law
(N.J.A.C. 8:59 - 5.1 & 5.2)

CAS. No.:
7732-18-5
13463-67-7
57-55-6
Not Avail.*
Not Avail.*

CHEMICAL INGREDIENTS:
Water
Titanium dioxide (except clear, blue)
Propylene glycol
Proprietary defoamer
Acrylic resin solids

*Contents partially unknown

HMIS HAZARD RATING			
Health 1	Flammability 0	Physical Hazard 0	Personal Protection A
HAZARD INDEX: 0=Minimal, 1=Slight, 2=Moderate, 3=Serious, 4=Severe			
PERSONAL PROTECTION CODE			
A=Safety Glasses			

Section VII: Precautions for Safe Handling and Use

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Keep unnecessary people away. Floor may be slippery; use care to avoid falling. Dike and contain material with inert material (e.g. sand, earth). Transfer liquid to containers for recovery or disposal and solid diking material to separate containers for disposal. Keep spills and runoff out of municipal sewers and open bodies of water.

WASTE DISPOSAL METHOD: The coating and any contaminated diking material should be thoroughly air dried and collected into drums. The drums should then be sealed and properly labeled with waste designation and landfill or incinerated according to current local, state and federal regulations.

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING: Maximum storage temperature 100°F. Keep closure tight and container upright to prevent leakage. Precautionary Labeling: "Keep from Freezing".

OTHER PRECAUTIONS: Do not get in eyes. Avoid skin contact. Prevent prolonged or repeated breathing of vapors or spray mists. Do not handle until the manufacturer's safety precautions and label instructions have been read and understood. Avoid breathing sanding dust.

Section VIII: Control Measures

RESPIRATORY PROTECTION: None required if good ventilation is maintained. Wear respirator (MSHA/NIOSH-approved or equivalent) suitable for concentrations and types of air contaminants encountered. Use approved chemical/mechanical filters designed to remove particulates in open and restricted ventilation areas. Use MSHA/NIOSH-approved airline type respirators or hood in confined areas.

VENTILATION: Sufficient ventilation, in pattern and volume, should be provided to keep the air contaminant concentration below applicable exposure limits. All application areas should be ventilated in accordance with OSHA regulation 29CFR Part 1910.94.

PROTECTIVE GLOVES: Impervious gloves should be worn if prolonged skin contact is likely. Use neoprene or rubber gloves to prevent prolonged skin contact.

EYE PROTECTION: Use safety eyewear including side shields, face shields, or chemical splash goggles (ANSI Z87.1 or approved equivalent).

OTHER PROTECTIVE EQUIPMENT: Use disposable or impervious clothing if work clothing contamination is likely. Use protective cream if prolonged skin contact is likely.

HYGIENIC PRACTICES: Wash hands before eating, smoking, or using the washroom. Food or beverages should not be consumed anywhere this product is being applied.

References:

1. Sax, N.I., "Dangerous Properties of Industrial Materials", 8th ed., Van Nostrand Reinhold Company, Inc., NY, 1992.
2. American Conference of Governmental Industrial Hygienists, "TLV's and Biological Exposure Indices" for the current year (published annually).
3. U.S. Code of Federal Regulations (CFR) U.S. Dept. of Labor, No. 29, Parts 1900 to 1910.1200. OSHA Communications Standard 29 CFR 1910.1200.
4. Sax, N.I., R.J. "Hazardous Chemicals Desk Reference", Van Nostrand Reinhold Co., Inc., NY, 1987.
5. Fire Protection Guide to Hazardous Materials, 12th edition, National Fire Protection Association, Quincy, MA, 1997.
6. Title III List of Lists, U.S. Environmental Protection Agency publication EPA 560/4-90-011, January 1990.